



# DU PAGE COUNTY

421 N. COUNTY FARM ROAD  
WHEATON, IL 60187  
www.dupagecounty.gov

## Stormwater Management Committee Final Regular Meeting Agenda

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Tuesday, August 6, 2024

7:30 AM

County Board Room

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1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

4. CHAIRMAN'S REMARKS - CHAIR ZAY

5. APPROVAL OF MINUTES

5.A [24-2002](#)

Stormwater Management Committee Meeting- Regular Meeting- Tuesday, July 2, 2024

6. CLAIMS REPORTS

6.A [24-2076](#)

Schedule of Claims - July 2024

7. STAFF REPORTS

7.A [24-2036](#)

2024 August Program and Events Update

7.B [24-2037](#)

2024 July Currents E-Newsletter

8. ACTION ITEMS

8.A [SM-R-0003-24](#)

Resolution approving an agreement between the County of DuPage, Illinois and St. Joseph Creek Condominium Association for the St. Joseph Creek Condominium Flood Mitigation Project.

8.B [24-2003](#)

SM-P-0059A-23- Amendment to Resolution SM-P-0059-23, issued to Hey & Associates, Inc., for Professional Engineering Services to design streambank stabilization projects throughout the County, to increase the contract total amount by \$48,205, resulting in an amended contract total amount not to exceed \$133,205. (Change Order #2)

8.C [SM-P-0020-24](#)

Recommendation for the approval to enter into an Intergovernmental Agreement between the County of DuPage, Illinois and Bloomingdale Township, for Mallard Landing drainage improvements, for an agreement amount not to exceed \$90,000.

8.D [SM-P-0021-24](#)

Recommendation for the approval of contract issued to Copenhaver Construction, Inc., for the St. Joseph Creek Condominium Drainage Improvements - Building C, for the Stormwater Management Department, for the period of August 13, 2024 through May 31, 2026, for a contract total amount not to exceed \$1,720,415; per lowest responsible bid # 24-091-SWM. (FEMA Funded)

8.E [SM-P-0022-24](#)

Recommendation for the approval of contract issued to Copenhaver Construction, Inc., for the St. Joseph Creek Condominium Drainage Improvements - Buildings A & B, for the Stormwater Management Department, for the period of August 13, 2024 through May 31, 2026, for a contract total amount not to exceed \$2,035,871; per lowest responsible bid # 24-084-SWM. (ARPA ITEM)

**9. DISCUSSION**

9.A FY 2025 Budget

**10. INFORMATIONAL**10.A [24-2048](#)

To meet the needs of the department, Stormwater Management has purchased two Ford Bronco Sport vehicles and one Ford Explorer to replace three vehicles that had to be taken out of service. Total purchase price of \$106,849.

**11. OLD BUSINESS****12. NEW BUSINESS****13. ADJOURNMENT**



# Minutes

421 N. COUNTY FARM  
ROAD  
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[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 24-2002

**Agenda Date:** 8/6/2024

**Agenda #:** 5.A

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# DU PAGE COUNTY

421 N. COUNTY FARM ROAD  
WHEATON, IL 60187  
www.dupagecounty.gov

## Stormwater Management Committee Final Summary

**Tuesday, July 2, 2024**

**7:30 AM**

**County Board Room**

### 1. CALL TO ORDER

7:30 AM meeting was called to order by Chair James Zay at 7:30 AM.

A motion was made Member DeSart and seconded by Member Brummel to allow Member Pojack to participate remotely. Upon a voice vote, the motion passed with all ayes.

Member Tornatore arrived 7:34 AM.

The following County Board Members were in attendance:

- Member Krajewski
- Member Rutledge
- Member Gustin
- Member Childers

### 2. ROLL CALL

<b>PRESENT</b>	Brummel, DeSart, Eckhoff, Garcia, Hinterlong, and Zay
<b>ABSENT</b>	Evans, Nero, Pulice, and Yusuf
<b>REMOTE</b>	Pojack
<b>LATE</b>	Tornatore

### 3. PUBLIC COMMENT

The following individual offered public comment:  
Kay McKeen- SCARCE

The following individuals are record of attendance only:  
Bev Jaszczurowski- SCARCE  
Catherine Frazen- LWV

### 4. CHAIRMAN'S REMARKS - CHAIR ZAY

No remarks were offered.

### 5. APPROVAL OF MINUTES

#### 5. A [24-1702](#)

Stormwater Management Committee Meeting- Regular Meeting- Tuesday, June 4, 2024

<b>RESULT:</b>	APPROVED
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<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Dawn DeSart

**6. CLAIMS REPORTS**

6. A [24-1865](#)

Schedule of Claims - June 2024

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Dawn DeSart

**7. BUDGET TRANSFERS**

7. A [24-1860](#)

Transfer of funds from 1600-3000-54060 (Drainage System Infrastructure) \$153,224 to 1600-3000-54110 (Equipment and Machinery) \$153,224. Budget transfer is for the purchase of a back up generator, it was removed from the overall project bid to purchase as a stand-alone piece of capital equipment due to excessive lead time for the item for Armstrong Park Improvements.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Dawn DeSart

7. B [24-1861](#)

Transfer of funds from 1600-3000-54000 (Land/Right of Way) \$40,000 to 1600-3000-54120 (Automotive Equipment) \$40,000. Budget transfer needed for the purchase of County vehicles. Stormwater Management has been working with DOT service garage to ensure the Departments fleet is safe for employee use, several vehicles have been removed from service after recent inspections. Vehicle replacement has been part of the department’s long-term budget; however, vehicles have recently been removed from service prior to the 12 years or 150K miles due to rusted/cracked chassis.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Paula Garcia

**8. STAFF REPORTS**

8. A [24-1904](#)

2024 July Program and Events Update

Director Hunn and Chair Zay addressed questions/comments from Member DeSart regarding community wish lists for future ARPA projects.

<b>RESULT:</b>	ACCEPTED AND PLACED ON FILE
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Paula Garcia

- 8. B [24-1905](#)  
2024 June Currents E-Newsletter

<b>RESULT:</b>	APPROVED THE CONSENT AGENDA
<b>AYES:</b>	Brummel, DeSart, Eckhoff, Garcia, Hinterlong, and Zay
<b>ABSENT:</b>	Evans, Nero, Pulice, and Yusuf
<b>REMOTE:</b>	Pojack
<b>LATE:</b>	Tornatore

9. ACTION ITEMS

- 9. A [SM-P-0016-24](#)  
Recommendation for the approval of a contract with BME Electric Inc., for the purchase of a diesel emergency engine generator for the Armstrong Park Flood Control Facility, for the Stormwater Management Department, for the period of July 9, 2024 through November 30, 2025, for a contract total amount not to exceed \$153,224; per lowest responsible bid # 24-069-SWM.

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Paula Garcia

- 9. B [SM-P-0017-24](#)  
Recommendation to enter into an Agreement between the County of DuPage, Illinois and Gasperec Elberts Consulting, LLC, for On-Call Professional Land Surveying Services for hydraulic modeling and floodplain mapping assistance, for Stormwater Management, for the period of July 9, 2024 through November 30, 2025, for a contract total not to exceed \$60,000. Professional Services in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/ et seq. vetted through a qualification based selection process (Architects, Engineers and Land Surveyors).

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Paula Garcia

9. C [SM-R-0002-24](#)

Recommendation for the approval of an Intergovernmental Agreement between the County of DuPage and York Township Road District for the Luther-High Ridge Flood Mitigation Project. (ARPA item)

<b>RESULT:</b>	APPROVED AT COMMITTEE
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Dawn DeSart

9. D [SM-P-0018-24](#)

Recommendation for the approval of a contract with Martam Construction, Inc., for the Luther High Ridge Flood Relief Project, for the Stormwater Management Department, for the period July 9, 2024 through November 30, 2028, for a contract total amount not to exceed \$1,580,699.20; per lowest responsible bid # 24-072-SWM. (PARTIAL ARPA ITEM)

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Paula Garcia

9. E [SM-O-0001-24](#)

Ordinance declaring the assignment of easements from the Forest Preserve of DuPage County to the County of DuPage necessary and convenient to the County of DuPage for the Luther-High Ridge Drainage Improvement Project in the High Ridge Forest Preserve.

<b>RESULT:</b>	APPROVED AT COMMITTEE
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Dawn DeSart

9. F [SM-P-0019-24](#)

Recommendation for the approval of an Easement Agreement between the Forest Preserve District of DuPage County and the County of DuPage, for a storm sewer within York/High Ridge Forest Preserve, for a total not to exceed \$41,677.38.

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Paula Garcia
<b>SECONDER:</b>	Paul Hinterlong

**10. DISCUSSION**

## 10. A FY 2025 Budget

Director Hunn gave an ARPA project update and FY2025 budget presentation. Director Hunn and Chair Zay addressed questions from the Committee following the presentation.

**11. OLD BUSINESS**

No old business was discussed.

**12. NEW BUSINESS**

No new business was discussed.

**13. ADJOURNMENT**

A motion was made by Member Hinterlong and seconded by Member Garcia to adjourn at 8:01 AM. Upon a voice vote, the motion passed with all ayes.





## Payment of Claims

421 N. COUNTY FARM  
ROAD  
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**File #:** 24-2076

**Agenda Date:** 8/6/2024

**Agenda #:** 6.A

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**DUPAGE COUNTY STORMWATER MANAGEMENT  
SCHEDULE OF CLAIMS  
Jul-24**

<b>Vendor</b>	<b>Service</b>	<b>Amount</b>
Conservation Foundation	Water quality education	\$9,920.00
ComEd	Hagar 1W Electric service	\$32.17
ComEd	0E River Rd. 3N034 Electric service	\$328.05
DuPage County B & Z	MISC-GRADE-24-000163 Permit fee	\$90.00
Signal 88	Security services	\$1,102.50
STATE	Main St. Storage service	\$1,560.14
V3	On-call Engineering	\$8,166.82
Altorfer	E-16 repairs	\$1,768.51
A Block	Truck Tipping	\$60.00
Altorfer	Filters	\$282.63
AT & T	Phone Services	\$53.74
AT & T	River Dumoulin Phone Services	\$89.54
AT & T	River Dumoulin Phone Services	\$98.11
AT & T	Phone Services	\$78.48
Landscape Material & Firewood	Dead blow hammer	\$19.99
Nicor	301 W School St Natural Gas Service	\$51.16
WBK Engineering	Armstrong Park Pump Improvements	\$1,709.79
CDM Smith	Electrical Improvements	\$1,650.96
Ciorba	Prof. Engineering	\$10,382.40
Comcast	ethernet services	\$360.43
ComEd	Fanchon 1S Electric service	\$151.03
ComEd	4013 Washington Electric service	\$26.34
DRSC	Workgroup membership dues	\$37,314.00
Great Lakes	Pipe lubricant	\$98.40
Great Lakes	Coupling	\$320.36
Great Lakes	Various supplies	\$602.33
McGuire Woods	Lobbying services	\$2,500.00
Wastebox	yard dump	\$72.80
Abbott Tree	tree removal	\$3,280.00
AT & T	Private network for SWM	\$1,893.51
ComEd	397 Illini Dr. Electric service	\$253.17
IAFSM	HEC-RAS workshop Heatherly	\$425.00
IAFSM	HEC-RAS workshop Freitag	\$425.00
IAFSM	HEC-RAS Workshop Batista Membership fee	\$25.00
IAFSM	HEC-RAS Workshop Batista	\$425.00
ODP	Facial tissue	\$44.97
Home Depot	Hole Saw	\$18.97
Home Depot	Cultivators	\$53.96
Home Depot	Chain Oil	\$14.97

ECT	HSPF Hydrologic	\$2,350.00
Christopher B. Burke	Floodplain assistance	\$4,775.40
Ciorba	Prof. Engineering	\$2,996.70
HLR	Prof. Engineering	\$333.20
Home Depot	Various supplies	\$118.88
Home Depot	Various supplies	\$86.93
Home Depot	Various supplies	\$234.89
Home Depot	Various supplies	\$19.97
Home Depot	Various tools	\$47.95
Home Depot	Tool storage	\$299.00
Home Depot	marking wand	\$35.98
Home Depot	Various supplies	\$39.90
Home Depot	Various supplies	\$13.96
Home Depot	Various supplies	\$74.70
Home Depot	Various supplies	\$43.84
Home Depot	Landscape Adhesive	\$172.32
Home Depot	Post/barrier fence	\$105.20
Home Depot	Various supplies	\$11.97
Home Depot	Various supplies	\$275.89
SCARCE	Water quality education	\$7,083.33
Cemcon	Floodplain mapping	\$2,994.00
Encap	Native Vegetation Mgmt.	\$977.50
ETP Labs	Sample ID's	\$140.00
Hey & Associates	On-call Engineering	\$13,330.46
HW Lochner Inc.	Luther High Ridge Flood	\$8,452.19
USPS	postal charges May	\$4.67
V3	Native Vegetation Mgmt.	\$1,057.11
DuPage County DOT	gasoline for 3/1/24-5/31/24	\$1,749.02
DuPage County DOT	Vehicle repairs for 3/1/24-5/31/24	\$4,321.12
A & W Trailer LLC	Trailer tires	\$404.98
Alta Equipment	Dingo Supplies	\$423.65
Alta Equipment	Mower Supplies	\$163.09
Alta Equipment	Dingo Parts	\$177.25
AT & T	Long Distance Services	\$48.40
AT & T	Wood Dale Itasca phone services	\$94.14
AT & T	Phone Services	\$53.86
AT & T	River Dumoulin Phone Services	\$55.26
Blains Farm & Fleet	Drain Spades	\$117.97
Blains Farm & Fleet	employees boots	\$64.98
City of Wooddale	Water/Sewer 301 School St	\$41.37
ComEd	4723 River Dr. Electric service	\$43.21
ComEd	4525 River Dr. Electric service	\$36.04
ComEd	School St. Electric service	\$705.96
ComEd	0S Irving Park Electric service	\$29.51
ComEd	Hagar 1W Electric service	\$31.02
DuPage County Forest Preserve	Temporary Easement Fees	\$3,677.38
DuPage County Forest Preserve	Permanent Easement Fees	\$38,000.00

ComEd	4525 Dumoulin Ave. Electric service	\$78.94
ComEd	150 N II Rt.83 Electric service	\$127.97
ComEd	4720 Dumoulin Electric service	\$87.53
ComEd	701 W Third St. Electric service	\$22.53
Conserv FS	seeds/straw blanket	\$337.50
Conserv FS	staples	\$39.00
Core & Main	Coupler	\$438.54
ERA	Floodplain mapping	\$8,055.60
ERA	Floodplain mapping	\$6,960.45
Gold Standard	Water quality supplies	\$638.08
Haggarty Ford	2024 Ford Bronco	\$32,005.00
Haggarty Ford	2024 Ford Bronco	\$42,839.00
Haggarty Ford	2024 Ford Bronco	\$32,005.00
Hinsdale Nurseries	Trees	\$552.00
Hodge Products	padlocks	\$332.40
Home Depot	weed killer	\$57.94
Home Depot	Batteries	\$33.74
Illinois Tollway	Tollway charges 4/1/24-6/30/24	\$505.80
Mid-American Water	Grates	\$699.55
Midwest Groundcovers	seeds	\$130.50
Northwest Lawn	String trimmer	\$360.15
Northwest Lawn	Chain loop	\$131.82
Northwest Lawn	Chain loop credit memo	-\$5.70
Northwest Lawn	Dingo Oil	\$67.25
Paddock Properties	Public notice	\$151.80
Suburban Door	key duplicates	\$27.00
Vardal Survey	Various supplies	\$154.85
Vardal Survey	Brackets	\$27.50
Advanced Physicians	pre-employment physical- Clark	\$130.00
Signal 88	Security services	\$1,050.00
Wang Engineering	On-call services	\$7,265.89
ASFM	CFM Application - Heatherly	\$185.00
Conservation Foundation	Water quality education	\$8,391.66
DuPage Co	FY24 May Copy paper	\$77.78
Encap	Native Vegetation Mgmt.	\$1,139.00
FirstNet/ATT	Cellular services	\$2,068.40
Grainger	Fuel can	\$87.67
Grainger	battery for power equipment	\$159.00
Illinois EPA	Annual NPDES Fee	\$1,000.00
Landscape Material & Firewood	Mulch	\$78.00
Landscape Material & Firewood	Olde quarry	\$3,103.63
Landscape Material & Firewood	Olde quarry	\$37.35
Menards	Various supplies	\$39.27
Neuco	Relay	\$33.25
Sarah Hunn	Reimb. of Canva	\$119.99
STATE	Main St. Storage service	\$971.02
Fehr Graham	Prof. Engineering	\$12,328.00

Fehr Graham	Prof. Engineering	\$7,583.76
Fehr Graham	Prof. Engineering	\$9,025.67
Fehr Graham	Prof. Engineering	\$12,680.87
Professional Snowfighters Association	PSA Workshop-Falsey	\$95.00
A. Block	Truck Tipping	\$40.00
A. Block	Truck Tipping	\$40.00
A. Block	Truck Tipping	\$40.00
A. Block	Truck Tipping	\$40.00
A. Block	Truck Tipping	\$40.00
A. Block	Truck Tipping	\$60.00
A. Block	Truck Tipping	\$60.00
Alta	Dingo Parts	\$39.76
AT & T	Private network for SWM	\$1,893.51
AT & T	Phone Services	\$82.23
Azteca Systems	Software	\$5,932.46
Contigo	Permit review assistance	\$882.00
DuPage County	11x17 paper	\$41.48
Nicor	800 N River Rd. Natural Gas service	\$152.59



# Staff Report

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 24-2036

**Agenda Date:** 8/6/2024

**Agenda #:** 7.A

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**DUPAGE  
COUNTY**

Watershed  
Management

Water  
Quality

Floodplain  
Mapping

Regulatory  
Services

Flood Operations  
& Maintenance

Shared  
Services



# STORMWATER MANAGEMENT

## MEMORANDUM

TO: Stormwater Management Planning Committee

FROM: Sarah Hunn, P.E., Director- DuPage County Stormwater Management

SUBJECT: Stormwater Program Update August 2024

DATE: August 6, 2024

### ***Watershed Planning***

#### ***Lacey Creek Watershed Plan:***

The county consultant working on this plan has completed an analysis of 10 different projects and alternatives to address flooding concerns within the watershed. Discussions regarding potential projects at Highland Avenue have occurred with DuDOT staff. A revised draft watershed plan has been reviewed by staff, and comments from other stakeholders are expected by the end of July.

### ***Facilities/Operations/ Shared Services Projects***

#### ***Shared Services/Drainage Projects:***

Under the drainage program, the department's in-house crew completed improvements in unincorporated Glen Ellyn to compliment a project recently completed by the on-call contractor.

The Stormwater Maintenance Crew continues to work on stream blockages as they are reported, along with property maintenance of more than 100 properties managed by the department countywide.

#### ***Facilities/Operations:***

Many of the County's flood control facilities operated due to very intense rainfall that occurred during three separate events beginning late Saturday night July 13<sup>th</sup> through Monday night July 15<sup>th</sup>. Rain gages in and around DuPage County recorded rainfall amounts ranging from 2.5 to 6.3 inches over the course of three days. This triggered the operation of our Elmhurst Quarry, Wood Dale – Itasca Reservoir, Spring Creek Reservoir, and Armstrong Park flood control facilities, as well as many smaller gravity-operated systems. Currently, stream elevations have receded and pump back operations from our larger facilities are underway.

Staff is working with two design firms on upgrades to the Armstrong Park Flood Control facility, where an emergency generator will be installed. The generator was bid as a standalone item, while the civil engineering plans and permitting associated with the installation is underway.

### ***Water Quality***

Staff continue working with our consultant on the design of the Winfield Creek/Campus Stream Stabilization Project. This project is funded by the IL EPA and is anticipated to be constructed in 2024.

Work continues on the IL EPA funded Watershed-Based Plan for the north half of the West Branch DuPage River, which includes working with a consultant on an HSPF water quality model. The plan is scheduled to be completed by the end of 2025.

### ***Regulatory***

The Regulatory Group is currently facing a significantly higher pre-application workload compared to previous years, indicating an exceptionally busy period for our team. Our staff is diligently processing permit submissions, ensuring that all reviews stay on track.

### ***ARPA Projects***

The St. Joseph Creek Condominiums flood gate and flood wall project is expected to be awarded at the August Stormwater Committee and County Board meetings. The project is located within the Village of Lisle and will provide flood protection to three condominium buildings through a series of flood walls, gates, and associated pump stations and storm sewer. The project has been split into two due to multiple funding sources (FEMA and ARPA). An agreement for the project has been approved and signed by the HOA Board, and is being presented at the August 6 Stormwater Committee for approval. Once awarded, staff will begin to work with the contractor(s) on construction schedules so the projects can commence as soon as possible.

Located in unincorporated Lombard, the Luther - High Ridge Stormwater project was awarded to the lowest responsible bidder (Martam Construction, Inc.) in July by Stormwater Committee and County Board. Staff is currently working with the contractor to schedule a preconstruction meeting in anticipation for breaking ground as soon as possible. The project includes extensive storm sewer installation and associated clearing and restoration. Due to an endangered species in the area (Northern Long Eared Bat), clearing activities will not begin until November 1, 2024 at the earliest. Once complete, the project will reduce flooding along Luther Avenue south of Roosevelt Road and alleviate ponding from several areas north of Roosevelt Road.

The Main Street Storage Basin project in Lisle has met substantial completion. Remaining work includes addressing all punch list items and planting of more than 130 native trees and shrubs.

Additional ARPA projects being overseen by in-house staff are still making progress. Country Club Highlands Phase II in unincorporated Elmhurst and is expected to be complete in the Summer of 2024.



### Upcoming DuPage County Stormwater Management (SWM) Events

Date	Time	Event	Location	Host Organization	SWM Involvement	Audience	Register/Info
7/25-28/2024	All Day	DuPage County Fair STEM-a-Palooza	County Fairgrounds	Fairgrounds	Vendor	General Public	<a href="#">More Info</a>
7/27/2024	11AM-2PM	Conservation@Home DuPage Garden Showcase	Countywide	TCF	Sponsor	General Public	<a href="#">More Info</a>
8/17/2024	10AM-1PM	Heroes & Helicopters Touch-a-Truck Event	Frontier Sports Complex Naperville	Sen. Laura Ellman	Vendor	General Public	<a href="#">More Info</a>
8/20/2024	9AM-12PM	Roselle Senior Expo	Roselle Park District	State Senators	Vendor	General Public	<a href="#">More Info</a>
9/28/2024	All Day	Quarry Tour 2024	Elmhurst Quarry	SWM	Host	General Public	TBA



# Staff Report

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**File #:** 24-2037

**Agenda Date:** 8/6/2024

**Agenda #:** 7.B

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## DuPage County Stormwater Management News & Updates

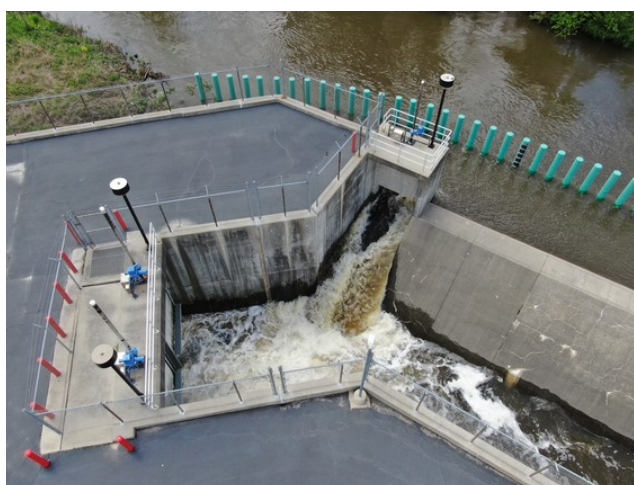
DuPage County, Illinois sent this bulletin at 07/25/2024 08:41 AM CDT

July 2024

[View this email in your browser](#)



### SWM Operates Flood Control Facilities for Triple Storm Events



The Elmhurst Quarry Intake Channel diverting water from Salt Creek the day after the first rain event.

Beginning late Saturday night July 13 and continuing through Tuesday night July 16, much of DuPage County received sudden and intense bouts of rainfall from three separate rain events. Rainfall totals across the County ranged from 2.5 inches to 6.3 inches over the course of three days, which triggered the manual operation of the Elmhurst Quarry, Spring Creek Reservoir, and Armstrong Park flood control facilities, as well as many smaller gravity-operated systems. These facilities helped to divert nearly 163 million gallons of stormwater away from residential areas. That's the equivalent of 2.9 million rain barrels filled! This is the first major facility operation since 2022.

### SWM Hosts Wetland Plant ID Course



Botanist Chris Benda explains the key features of a plant specimen to the class at Eggerman Woods Forest Preserve in Naperville.

SWM recently hosted 25 environmental consultants and ecologists for an advanced Wetland Plant Identification Course. The course was taught by renowned Illinois botanists Chris Benda (The Illinois Botanizer) and Dr. Glenn Adelson (Lake Forest College). Participants visited three of the highest-quality natural areas in northeastern Illinois and successfully identified 122 individual plant

### Around Town

SWM internships are wrapping up next month, and they were able to fit in a lot of useful and interesting experiences during their short time. Interns were taken on tours of various key facilities throughout DuPage County. Interns learned about reuse, recycling and environmental education at SCARCE and Capitol Metals Scrap Recycling. They also went on some brand new tours for our program, including to the Groot Recycling Facility in Elk Grove Village. These tours are a great way to round out their learning while they're with us!

species!

### **SWM Puts St. Joseph Creek Condo Projects Out to Bid**

DuPage Stormwater Management has opened a bid for an upcoming flood control project in Lisle, IL. In order to qualify as a bidder, all prospective contractors were required to attend a pre-bid meeting and site visit to discuss the project. The project will consist of a series of walls, gates, pumps, and storm sewer improvements that will provide flood relief to three buildings within the St. Joseph Creek condominium complex. The project, which is funded through American Rescue Plan Act (ARPA) funds and FEMA Hazard Mitigation Assistance grants, is expected to be awarded at the August Stormwater Management Committee and County Board meetings.



*Interns tour the Groot Recycling Facility in Elk Grove Village.*

## **Upcoming Events**

### **DuPage County Fair STEM-a-Palooza**

*Thursday, July 25 - Sunday, July 28, 2024, All Day*

In partnership with SWM, SCARCE is hosting STEM-a-Palooza at the DuPage County Fair! Check out over 3,700 square feet of fun, hands-on environmental activities and make-and-take crafts that bring science, technology, engineering and math to life. SWM staff will also host an interactive booth for children and adults alike. Located at the DuPage County Fairgrounds (2015 Manchester Rd., Wheaton), access is included with Fair admission.

[More Info](#)

### **Conservation@Home DuPage Garden Tour**

*Saturday, July 27, 2024, 11:00 A.M. - 2:00 P.M.*

What do you get when you cross stunning landscapes with sustainable living? The Conservation Foundation's Conservation@Home Garden Showcase! Join us on this self-guided garden tour and be inspired by our community's beautiful eco-friendly gardens featuring a wide variety of native plants, water-smart gardening techniques, valuable wildlife habitats — even edible gardens! The [Conservation@Home program](#) was developed to help homeowners enhance biodiversity in their own yards which in turn supports our greater ecosystem. Throughout our showcase garden tour, we are specifically featuring DuPage County yards in order to celebrate where the program was born and continues to flourish. Be ready to get motivated to kickstart your own journey towards a greener lifestyle!

Those who register for the showcase will be emailed a detailed map outlining each of our featured yards. You can then choose which gardens you'd like to visit during our designated 11:00am — 2:00pm timeframe.

[Register Here](#)

### **"Heroes & Helicopters" Touch-a-Truck Event**

*Saturday, August 17, 2024, 10:00 A.M. - 1:00 P.M.*

The heroes in our community of course begin with our first responders but there are so many other organizations that serve our community and are heroes as well.

Join us for a day of exploration hosted by Illinois Senator Laura Ellman and Representative Janet Yang Rohr, beginning with the medical helicopter scheduled to land at 10AM. Enjoy a close up view of trucks and equipment used by our first responders. Engage with all of the organizations that are participating in our event and sharing how they are serving our community.

[More Info](#)

### **Roselle Senior Expo**

*Tuesday, August 20, 2024, 9:00 A.M. - 12:00 P.M.*

SWM will be tabling at this event for seniors hosted by Illinois Representative Jennifer Sanalidro and Senator Seth Lewis. Attendees will be able to engage a wide variety of organizations offering services for seniors, including everything from health screenings to advice from a master gardener.

[More Info](#)



#### **Stormwater Management Planning Committee**

Deborah A. Conroy, Chair | Jim Zay, Committee Chair

David Brummel | Dawn DeSart | Lucy Chang Evans

Grant Eckhoff | Paula Deacon Garcia

Paul Hinterlong | Steve Nero | Chester Pojack

Nunzio Pulice | Sam Tornatore | Asif Yusuf

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## Stormwater Management Resolution

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
www.dupagecounty.gov

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**File #:** SM-R-0003-24

**Agenda Date:** 8/6/2024

**Agenda #:** 8.A

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### RESOLUTION APPROVING AN AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS AND ST. JOSEPH CREEK CONDOMINIUM ASSOCIATION FOR THE ST. JOSEPH CREEK CONDOMINIUM FLOOD MITIGATION PROJECT

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to take action to manage stormwater and control flooding and to enter into agreements for stormwater management and flood control purposes (Illinois Compiled Statutes, Chapter 55 paragraphs 5/5-1062.3 and 5/5-15001 et. seq.); and

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan which recognizes the reduction of stormwater runoff and improving water quality as an integral part of the proper management of storm and flood waters; and

WHEREAS, the COUNTY adopted the St. Joseph Creek Watershed Plan on February 21, 2021, which outlines project alternatives within the watershed which reduce stormwater runoff and improve water quality as an integral part of the proper management of storm and flood waters; and

WHEREAS, the COUNTY has been awarded \$179,266,585 in funding through the American Rescue Plan Act (ARPA); and

WHEREAS, ARPA permits, and the COUNTY has allocated, the use of ARPA funds for qualifying stormwater infrastructure projects; and

WHEREAS, the COUNTY has also been awarded \$915,000 in grant funding through the FEMA and IEMA Flood Mitigation Assistance Program specifically for the building commonly known as 4731 St. Joseph Creek Road ("the St. Joseph Creek Condominium Buildings"); and

WHEREAS, the installation and construction of flood walls and flood gates at the St. Joseph Creek Condominium Buildings "A" "B" and "C," was a recommended project in the adopted St. Joseph Creek Watershed Plan; and

WHEREAS, the COUNTY and ASOCIATION have agreed in concept that the "St. Joseph Creek Condominium Flood Mitigation Project" meets the criteria as a project that qualifies as an ARPA Stormwater Infrastructure Project (herein referred to as the "PROJECT"); and

WHEREAS, the COUNTY and the ASSOCIATION have agreed that this PROJECT will provide flood protection up to the 100-year base flood elevation at the location of each condominium building, but will not provide any additional protection or prevention of sanitary sewer back-ups, interior drainage issues, or any other issues related to interior plumbing of each building; and

WHEREAS, the COUNTY and the ASSOCIATION have determined that the construction of the PROJECT will benefit local citizens by reducing flood losses and mitigating the property against future flooding along St. Joseph Creek; and

WHEREAS, the Stormwater Management Committee therefore recommends approval of the “Agreement Between the County of DuPage, Illinois and the St. Joseph Creek Condominium Association for the St. Joseph Creek Condominium Flood Control Project,” attached hereto as “Exhibit A.”

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT (Exhibit A) between the COUNTY and the ST. JOSEPH CREEK CONDOMINIUM ASSOCIATION is hereby accepted and approved, and that the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY; and

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT, to the Stormwater Management Department, c/o Sarah Hunn; to the ST. JOSEPH CREEK CONDOMINIUM ASSOCIATION, 4731 St. Joseph Creek Road, Suite # 41, Lisle, IL 60532; and to the DuPage County State's Attorney's Office, c/o ASA Nicholas V. Alfonso.

Enacted and approved this 13<sup>th</sup> day of August, 2024 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK



**DUPAGE  
COUNTY**

Watershed  
Management

Water  
Quality

Floodplain  
Mapping

Regulatory  
Services

Flood Operations  
& Maintenance

Shared  
Services



# STORMWATER MANAGEMENT

## MEMORANDUM

Date: July 19, 2024

To: Stormwater Management Committee

From: Robert Covey, P.E., Senior Project Engineer

Re: St. Joseph Creek Condominium Homeowners Association – Flood Wall and Flood Gate Project - Agreement

DuPage County Stormwater Management, through its Watershed Planning Program, has been working to implement various projects outlined in the St. Joseph Creek Watershed Plan. The watershed plan, which was approved by the County Board on February 9, 2021, includes several recommended projects to reduce flooding and improve water quality throughout the watershed. Staff from Stormwater Management have been working with staff from the Village of Lisle, and members of the St. Joseph Creek Condominium Homeowners Association to implement one of the projects: the St. Joseph Creek Condominium Flood Mitigation Project. DuPage County has received ARPA funding in the amount of \$179,266,585 with a portion of these funds being allocated to Stormwater projects. The Stormwater Management Department has received a portion of the ARPA funds to be used for construction of new projects. The St. Joseph Creek Condominium Flood Mitigation Project will be mostly funded with ARPA, but also partially funded through a FEMA Hazard Mitigation Grant.

Stormwater Management staff has been working closely with an engineering consultant to design and develop final construction documents for the proposed stormwater project. This project will provide critical protection during severe flood events of all 3 condominium buildings located at 4711, 4721, and 4731 St. Joseph Creek Road, within the Village of Lisle. A total of 5 gates are proposed at the buildings: at the north and south ends of the 4731 building, at both ends of the 4721 building, and at the south end of the 4711 building. The proposed flood walls and passive flood gates will operate without electricity or other human intervention during a flood event, and will protect the lower garage and storage area of these buildings from severe overbank flooding from St. Joseph Creek. The area behind the flood walls and flood gates will be pumped back to St. Joseph Creek through a series of pumps and storm sewers, but only after the creek has receded. The storm sewers which discharge to the creek will also be outfitted with check valves to prevent the creek from continuing to back up into these residential buildings.



This project is intended to strictly prevent overbank flooding from entering the lower level of the condominium buildings and will not prevent any sanitary sewer back-ups or groundwater seepage. The top of the flood walls and flood gates has been placed at an elevation which meets or exceeds the local Base Flood Elevation outlined on the map panels from the August 2019 Flood Insurance Study.

Stormwater staff has been working with the Homeowners Association on an Agreement for the project. The Agreement is required between DuPage County and the St. Joseph Creek Condominium Homeowners Association in order to facilitate the construction of the flood mitigation project at their property. The improvements will be taking place entirely within the property belonging to the Homeowners Association. The majority of the construction will take place near the buildings, with some ancillary work taking place in the driveways and pavement areas of the property. This Agreement with the Homeowners Association will outline the long-term maintenance and operation of the flood walls and flood gates belonging to the Association. The Homeowners Association will be provided with the appropriate permissions to operate, inspect, and maintain the improvements on their property in perpetuity. The Homeowner's Association has signed and approved the Agreement at an earlier board meeting, and it is now being presented for DuPage County approval.

**Action Requested:** Staff is requesting approval of the Agreement between DuPage County and the St. Joseph Creek Condominium Homeowners Association for the St. Joseph Creek Condominiums Flood Wall and Flood Gate Project.



AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND ST. JOSEPH  
CREEK CONDOMINIUM ASSOCIATION FOR THE ST. JOSEPH CREEK CONDOMINIUM  
FLOOD MITIGATION PROJECT

This AGREEMENT is made this 18 day of April 2024 between the County of DuPage, a body politic and corporate, with offices at 421 N. County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and the St. Joseph Creek Condominium Association, an Illinois not-for-profit corporation, with offices at 4731 St. Joseph Creek Road, Suite #4I, Lisle, IL 60532 (hereinafter referred to as the ASSOCIATION).

R E C I T A L S

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to take action to manage stormwater and control flooding and to enter into agreements for stormwater management and flood control purposes (Illinois Compiled Statutes, Chapter 55 paragraphs 5/5-1062.3 and 5/5-15001 et. seq.); and

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan which recognizes the reduction of stormwater runoff and improving water quality as an integral part of the proper management of storm and flood waters; and

WHEREAS, the COUNTY has been awarded \$179,266,585 in funding through the American Rescue Plan Act (ARPA); and

WHEREAS, ARPA permits the use of ARPA funds for stormwater infrastructure projects; and

WHEREAS, the COUNTY has allocated a portion of its ARPA funds be dedicated towards qualifying stormwater infrastructure projects; and

WHEREAS, the COUNTY has also been awarded \$915,000 in grant funding through the FEMA and IEMA Flood Mitigation Assistance Program specifically for the building commonly known as 4731 St. Joseph Creek Road; and

WHEREAS, the COUNTY adopted the St. Joseph Creek Watershed Plan on February 21, 2021 which outlines project alternatives within the watershed which reduce stormwater runoff and improve water quality as an integral part of the proper management of storm and flood waters; and

WHEREAS, the installation and construction of flood walls and flood gates at the St. Joseph Creek Condominium Building "A" "B" and "C," as defined below in paragraph 2.1, was a recommended project in the adopted St. Joseph Creek Watershed Plan; and

WHEREAS, the COUNTY and ASSOCIATION have agreed in concept that the "St.

Joseph Creek Condominium Flood Mitigation Project” meets the criteria as a project that qualifies as an ARPA Stormwater Infrastructure Project (herein referred to as the “PROJECT”); and

WHEREAS, the COUNTY and the ASSOCIATION have agreed that this PROJECT will provide flood protection up to the 100-year base flood elevation at the location of each condominium building, but will not provide any additional protection or prevention of sanitary sewer back-ups, interior drainage issues, or any other issues related to interior plumbing of each building; and

WHEREAS, the COUNTY and the ASSOCIATION have determined that the construction of the PROJECT will benefit local citizens by reducing flood losses and mitigating the property against future flooding along St. Joseph Creek; and

WHEREAS, the COUNTY shall pay all project expenses related to the PROJECT for planning, design, and construction of the PROJECT and regular payments to the contractors as they become due; and

WHEREAS, the ASSOCIATION has agreed to allow the COUNTY and their contractors and staff to have full access to the St. Joseph Creek Condominium Association property area until the PROJECT is substantially complete; and

WHEREAS, the ASSOCIATION shall share any available data collected from the PROJECT for the purposes of fostering community education and improving upon similar future projects; and

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

**1.0 INCORPORATION AND CONSTRUCTION.**

- 1.1 All recitals set forth above are incorporated herein and made a part hereof, the same constituting the factual basis for this AGREEMENT.
- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

**2.0 PROJECT DESCRIPTION.**

- 2.1 The PROJECT involves the construction of a flood wall and flood gate around buildings known as “A” “B” and “C” of the St. Joseph Creek Condominium development. These three buildings where the flood mitigation will occur are also known by their common addresses 4711 St. Joseph Creek Road (Building B), 4721

St. Joseph Creek Road (Building A), and 4731 St. Joseph Creek Road (Building C). The flood walls and flood gates are intended to prevent flood waters from entering the lower level garages and possibly portions of the first floor of the referenced condominium buildings. The flood walls and flood gates are intended to protect the buildings up to and including the 100-year base flood elevation along St. Joseph Creek at this location. The goal of the ASSOCIATION is to prevent overbank flooding from St. Joseph Creek from entering the Buildings known as “A” “B” and “C” of the St. Joseph Creek Condominium Association.

- 2.2 The PROJECT is not intended to reduce or eliminate any sanitary sewer back-ups into each building, or eliminate any other interior damage to the buildings due to interior drainage or plumbing issues.
- 2.3 The PROJECT shall be developed and constructed essentially in accord with the stormwater application packet as submitted by the COUNTY on March 22, 2024, which document is incorporated herein by reference but is not attached hereto due to space limitations.

**3.0 FUNDING.**

- 3.1 The total PROJECT costs are estimated to be \_\_\_ million \_\_\_ hundred \_\_\_ thousand \_\_\_ hundred \_\_\_ dollars. The cost share is as follows, unless otherwise agreed to in writing as provided in Paragraph 3.2 below:

ST. JOSEPH CREEK CONDOMINIUM ASSOC.	0%	\$0
COUNTY OF DUPAGE	100%	\$3,198,200
TOTAL	100%	\$3,198,200

- 3.2 The COUNTY shall be responsible for bearing any cost overruns or expenses in excess of the funding listed in Paragraph 3.1, regardless of the cause.
- 3.3 This AGREEMENT shall in no way obligate the COUNTY to undertake this PROJECT if the COUNTY in its sole discretion determines that it is no longer in the COUNTY’S best interest to proceed with this PROJECT.

**4.0 ASSOCIATION’S RESPONSIBILITIES.**

- 4.1 The ASSOCIATION shall reserve the right to review the PROJECT’S plans and specifications, prior to the COUNTY’S advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto (“CONTRACT DOCUMENTS”), for the purpose of verifying that PROJECT components meet PROJECT goals. The ASSOCIATION shall promptly provide the COUNTY with any recommended changes to the CONTRACT DOCUMENTS for the PROJECT.

- 4.2 The ASSOCIATION shall be responsible for maintenance of the entire PROJECT and all components from the date of successful completion of all phases of the PROJECT.
- 4.3 The ASSOCIATION shall be responsible for obtaining all required land rights necessary for the completion of the PROJECT.
- 4.4 The ASSOCIATION shall not be reimbursed by the COUNTY for work undertaken prior to the signing of this AGREEMENT.
- 4.5 The ASSOCIATION shall make any data collected from the PROJECT available to the COUNTY upon reasonable request by the COUNTY.
- 4.6 The ASSOCIATION must acknowledge the COUNTY using logo(s) and wording provided by the COUNTY in permanent onsite signage and other promotion of the PROJECT including, but not limited to, printed materials, association correspondence, and presentations.
- 4.7 Following regulatory signoffs and PROJECT final approvals, the ASSOCIATION shall own and be solely responsible for operating and maintaining all flood walls and flood gates and all appurtenances related to the flood walls and flood gates constructed for the PROJECT. The maintenance of all components of the PROJECT will extend into perpetuity and be the sole responsibility of the ASSOCIATION. The cost and responsibility of any future relocation, adjustment, modification, repair, or replacement of said improvements shall be borne solely by the ASSOCIATION.

## 5.0 COUNTY'S RESPONSIBILITIES.

- 5.1 The COUNTY shall be responsible for the preparation of the plans, specifications, and bid documents for the PROJECT, together with the advertisement and award of all PROJECT bids. The COUNTY shall select, and contract with, all vendors providing professional services for the PROJECT.
- 5.2 The COUNTY shall cost share in the PROJECT as follows:
  - 5.2.1 The COUNTY shall reimburse the ASSOCIATION for approved costs as allowed.
  - 5.2.2 Unless agreed to by both parties as outlined under Paragraph 3.2 above, the COUNTY will be responsible for the full costs of the PROJECT as outlined in Paragraph 3.1 above.

- 5.3 The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and work documents (i.e., plans, change orders, field orders, manager diaries, etc.) for the purpose of determining eligibility for COUNTY payment, and the use of all data collected as part of the PROJECT. The COUNTY shall provide the ASSOCIATION reasonable advance notice of when the COUNTY requires such access.
- 5.4 The ASSOCIATION shall not be responsible for or have control over the design, construction, means, methods, techniques or procedures with respect to any work performed for the PROJECT. The COUNTY and COUNTY'S contractors shall be solely responsible for the safety of all individuals performing work on the PROJECT. The COUNTY shall take such measures as are necessary to ensure that its contractors maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and the COUNTY shall strictly enforce or cause to have strictly enforced all applicable safety rules and regulations. This provision is not intended to create any new burden or liability for the COUNTY beyond the usual burdens and liabilities for a county in the construction of public improvements. This section is intended merely to relieve the ASSOCIATION from such liabilities in this PROJECT. The ASSOCIATION'S role in conducting any review or granting any consent or approval relates solely to the PROJECT'S purpose and goals.
- 5.5 The COUNTY shall make any data collected from the PROJECT available to the ASSOCIATION upon reasonable request by the ASSOCIATION.
- 5.6 The COUNTY shall make direct payments, or cause to have payments made, to all parties providing services related to this PROJECT. The COUNTY shall not allow any mechanic's liens or other liens to be recorded against the association and/or the property during the course of the completion of the PROJECT.
- 5.7 The COUNTY shall be responsible for securing all local, county, state, and federal permits necessary for the completion of the PROJECT.
- 5.8 The COUNTY shall be responsible for successful completion of all phases of the PROJECT, from design and permitting through construction.
- 5.9 The COUNTY shall be responsible for providing copies of all permit applications, permit plans, and correspondence to the ASSOCIATION for their PROJECT files.

## **6.0 GOVERNMENT REGULATIONS.**

- 6.1 The ASSOCIATION and COUNTY shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT.

## **7.0 INDEMNIFICATION.**

- 7.1 The ASSOCIATION shall indemnify, hold harmless and defend the COUNTY and any of its officials, officers, employees, and agents from and against all liability, claims, suits, demands, liens, proceedings and actions, including reasonable costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the COUNTY'S performance under this AGREEMENT to the fullest extent the ASSOCIATION is so authorized under the law; provided, however, that the ASSOCIATION shall not be obligated to indemnify, hold harmless and defend the COUNTY for any negligent or intentionally wrongful misconduct, willful conduct, or omissions by COUNTY officials, employees, agents, contractors, subcontractors or personnel.
- 7.2 The COUNTY shall require each consultant, contractor, and subcontractor responsible for the construction of the PROJECT to name the ASSOCIATION and COUNTY as an additional insured party on said vendor's liability insurance policy. Further, the COUNTY shall require that its consultants, contractors, and subcontractors indemnify, defend and hold harmless the ASSOCIATION and COUNTY, its officers, employees and elected officials from and against any claims, liability or judgments resulting from, or caused by, the negligent, intentionally wrongful, willful acts or omissions of such consultant, contractor, or subcontractor.
- 7.3 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph 7.1 is to be the State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove the ASSOCIATION'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above. Moreover, indemnity as provided in this AGREEMENT shall not be limited by reason of any insurance coverage maintained by the ASSOCIATION or any consultants, contractors, subcontractors or agents. The ASSOCIATION'S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.

## **8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.**

- 8.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties, excluding term extensions as provided for in the following provision.



8.2 Notwithstanding Paragraph 8.1, above, the term for performing this AGREEMENT may be extended by any suitable COUNTY designated form, signed by both parties without formal amendment pursuant to Paragraph 8.1, above.

## **9.0 TERM OF THIS AGREEMENT.**

9.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:

9.1.1 September 30, 2025, or to a new date agreed upon by the parties.

9.1.2 The completion by the ASSOCIATION and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before September 30, 2025.

## **10.0 ENTIRE AGREEMENT.**

10.1 This AGREEMENT, including matters incorporated herein, contains the entire AGREEMENT between the parties.

10.2 There are no other covenants, warranties, representations, promises, conditions or understandings, either oral or written, other than those contained herein.

10.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

10.4 In the event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

## **11.0 SEVERABILITY.**

11.1 In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

**12.0 GOVERNING LAW.**

- 12.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.
- 12.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

**13.0 NOTICES.**

- 13.1 Any required notice shall be sent to the following addresses and parties:

Anton Then  
President  
St. Joseph Creek Condo  
Association  
4731 St Joseph Creek  
Road #4I  
Lisle, Illinois 60532

Kyla Mercer  
Manager  
FirstService Residential  
25 Northwest Point  
Boulevard  
Elk Grove Village, Illinois  
60007

Sarah Hunn  
Director  
DuPage County  
Stormwater Management  
421 N. County Farm Road  
Wheaton, Illinois 60187

**14.0 WAIVER OF/FAILURE TO ENFORCE BREACH.**

- 14.1 The parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this AGREEMENT with respect to a different breach.

**15.0 NO WAIVER OF TORT IMMUNITIES**

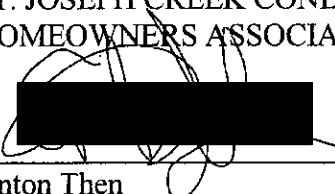
- 15.1 Nothing contained in any provision of this Agreement is intended to constitute nor shall constitute a waiver of the defenses, privileges or immunities available to the parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

IN WITNESS OF, the parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE

ST. JOSEPH CREEK CONDOMINIUM  
HOMEOWNERS ASSOCIATION

\_\_\_\_\_  
Deborah A. Conroy,  
Chair  
DuPage County Board

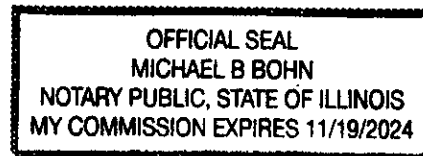
  
\_\_\_\_\_  
Anton Then  
President

ATTEST:

ATTEST:

\_\_\_\_\_  
Jean Kaczmarek,  
County Clerk

  
\_\_\_\_\_





## Change Order

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
www.dupagecounty.gov

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**File #:** 24-2003

**Agenda Date:** 8/6/2024

**Agenda #:** 8.B

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SM-P-0059A-23

AMENDMENT TO RESOLUTION SM-P-0053-23 ISSUED TO HEY & ASSOCIATES, INC., FOR PROFESSIONAL ENGINEERING SERVICES TO DESIGN STREAMBANK STABILIZATION PROJECTS THROUGHOUT THE COUNTY  
( CONTRACT INCREASE \$48,205)

WHEREAS, Resolution SM-P-0059-23, was approved and adopted by the County Board on July 11, 2023; and

WHEREAS, the Stormwater Management Committee recommends changes as stated in the change order to Hey & Associates, Inc., for Professional Engineering Services to design streambank stabilization projects throughout the County, for Stormwater Management.

NOW, THEREFORE, BE IT RESOLVED, the County Board adopts the Change Order, dated July 16, 2024 to the contract issued to Hey & Associates, Inc., for Professional Engineering Services to design streambank stabilization projects throughout the County, for Stormwater Management, to increase the contract in the amount of \$48,205, taking the contract amount of \$85,000, resulting in an amended contract total not to exceed \$133,205, an increase of 56.71%.

Enacted and approved this 13<sup>th</sup> day of August, 2024 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK

SWM 8/6  
FI+CB 8/13



**Request for Change Order**  
**Procurement Services Division**  
 Attach copies of all prior Change Orders

Date: Jul 16, 2024  
 MinuteTraq (IQM2) ID #: \_\_\_\_\_

<b>Purchase Order #:</b> 6527-001-SERV	<b>Original Purchase Order Date:</b> Jul 11, 2023	<b>Change Order #:</b> 2	<b>Department:</b> Stormwater Management
<b>Vendor Name:</b> Hey & Associates, Inc.		<b>Vendor #:</b> 10705	<b>Dept Contact:</b> Jamie Lock
<b>Background and/or Reason for Change Order Request:</b>	Increase in contract amount (\$48,205.00) - Staff continues to work with the consultant on final design of several projects identified to use current available State and Federal Funding. During the design and permitting process, additional tasks have been required by the regulatory agencies, requiring additional time, effort, and deliverables for these projects.		
<b>IN ACCORDANCE WITH 720 ILCS 5/33E-9</b>			

- (A) Were not reasonably foreseeable at the time the contract was signed.
- (B) The change is germane to the original contract as signed.
- (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE		
A	Starting contract value	\$85,000.00
B	Net \$ change for previous Change Orders	\$0.00
C	Current contract amount (A + B)	\$85,000.00
D	Amount of this Change Order <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$48,205.00
E	New contract amount (C + D)	\$133,205.00
F	Percent of current contract value this Change Order represents (D / C)	56.71%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	56.71%

**DECISION MEMO NOT REQUIRED**

Cancel entire order     
  Close Contract     
  Contract Extension (29 days)     
  Consent Only  
 Change budget code from: \_\_\_\_\_ to: \_\_\_\_\_  
 Increase/Decrease quantity from: \_\_\_\_\_ to: \_\_\_\_\_  
 Price shows: \_\_\_\_\_ should be: \_\_\_\_\_  
 Decrease remaining encumbrance and close contract     
  Increase encumbrance and close contract     
  Decrease encumbrance     
  Increase encumbrance

**DECISION MEMO REQUIRED**

Increase (greater than 29 days) contract expiration from: \_\_\_\_\_ to: \_\_\_\_\_  
 Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount  Funding Source 1600-3000-53010  
 OTHER - explain below:  
 \_\_\_\_\_  
 \_\_\_\_\_

JCL	Jul 16, 2024	<i>[Signature]</i>	6676	07.17.24
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext

**REVIEWED BY (Initials Only)**

Buyer	Date	Procurement Officer	Date
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date



# Decision Memo

## Procurement Services Division

This form is required for all Professional Service Contracts over \$25,000 and as otherwise required by the Procurement Review Checklist.

Date: Jul 16, 2024

File ID #: \_\_\_\_\_

Purchase Order #: 6527-001-SERV

Requesting Department: Stormwater Management	Department Contact: Jamie Lock
Contact Email: jamie.lock@dupagecounty.gov	Contact Phone: 630-407-6705
Vendor Name: Hey & Associates, Inc.	Vendor #: 10705

**Action Requested** - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Increase in contract amount of \$48,205.00, for a new contract total of \$133,205.00

**Summary Explanation/Background** - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

Staff continues to work with the consultant on final design of several projects identified to use current available State and Federal Funding. During the design and permitting process, additional tasks have been required by the regulatory agencies, requiring additional time, effort, and deliverables for these projects.

**Original Source Selection/Vetting Information** - Describe method used to select source.

This contract was vetted based on the County's Qualified Based Selection (QBS) process, which allows for Professional Services to be vetted through an open and transparent process. Requests for Statements of Qualifications were sent to firms throughout the industry. Statements of Interest were received and reviewed. Stormwater staff utilized an evaluation team to review and rank firms, taking into consideration the qualifications of the firm, experience of key personnel, and understanding of unique stormwater scope of services. Full Request for Qualifications were then required from four (4) firms. Staff again utilized an evaluation team to review the firms, taking into consideration the understanding of the project and key considerations, strategies to ensure timely completion of the project, experience with similar projects, and experience of key team members. Stormwater staff determined that Hey & Associates, Inc. is capable of providing the necessary services for this contract.

**Recommendations/Alternatives** - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

- 1) Approve increase in contract to Hey & Associates, a full service engineering firm, to complete the design and permitting of several stormwater management projects.
- 2) Hire another firm. This is not recommended, since additional time and money would need to be spent for a new consultant to learn what has already been completed.
- 3) Take no action. This is not recommended, as minimal progress would be made to address streambank stabilization projects countywide.

**Fiscal Impact/Cost Summary** - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

FY24 - \$48,205.00, 1600-3000-53010



# Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: \_\_\_\_\_

Bid/Contract/PO #: \_\_\_\_\_

Company Name: Hey and Associates, Inc.	Company Contact: Jeffrey A. Wickenkamp
Contact Phone: 847-740-0888	Contact Email: volo@heyassoc.com

### The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

**NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

**NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

**Continuing disclosure is required, and I agree to update this disclosure form as follows:**

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

**The full text for the county's ethics and procurement policies and ordinances are available at:**

<http://www.dupageco.org/CountyBoard/Policies/>

**I hereby acknowledge that I have received, have read, and understand these requirements.**

Authorized Signature \_\_\_\_\_  
 Printed Name Jeffrey A. Wickenkamp  
 Title President  
 Date Jul 16, 2024

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)



## Stormwater Requisition \$30,000 and Over

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
www.dupagecounty.gov

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**File #:** SM-P-0020-24

**Agenda Date:** 8/6/2024

**Agenda #:** 8.C

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### INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS AND BLOOMINGDALE TOWNSHIP FOR THE MALLARD LAKES DRAINAGE IMPROVEMENT PROJECT

WHEREAS, Bloomingdale Township (“TOWNSHIP”) and the County of DuPage (“COUNTY”) are public agencies within the meaning of the Illinois “Intergovernmental Cooperation Act” and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the “Intergovernmental Cooperation Act” and Article 7 of the Constitution of the State of Illinois include fostering cooperation among government bodies; and

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to take action to control flooding, manage stormwater runoff and improve drainage throughout the COUNTY’S territory and to enter into agreements for the aforesaid purposes (Illinois Compiled Statutes, Chapter 55 paragraphs 5/5-1062.3 and 5/5-15001 *et seq.*); and

WHEREAS, pursuant to said authority, the TOWNSHIP has sought to undertake a project to improve drainage by performing ditch, culvert, and storm sewer maintenance within the Mallard Lakes Subdivision, generally located north of Lawrence Avenue and South of Webster Avenue within unincorporated Bloomingdale Township; and

WHEREAS, the TOWNSHIP has developed a design to rehabilitate improvements associated with the Mallard Lakes subdivision, (herein referred to as the “PROJECT”); and

WHEREAS, the COUNTY and the TOWNSHIP have determined that the construction of the PROJECT’S drainage components will benefit local citizens by improving drainage and reducing the occurrence of localized flooding within Bloomingdale Township; and

WHEREAS, the TOWNSHIP has requested that the COUNTY contribute funding for the PROJECT’S construction costs, through the COUNTY’S Drainage Assistance Program, in an amount not to exceed ninety thousand dollars and zero cents (\$90,000.00); and

WHEREAS, the TOWNSHIP shall undertake the PROJECT and pay all PROJECT expenses up front, subject to being reimbursed by the COUNTY for qualified expenses, following substantial completion of the PROJECT, per the below Intergovernmental Agreement (“AGREEMENT”).

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and the Bloomingdale Township, is hereby accepted and approved in an amount not to exceed ninety thousand dollars and zero cents (\$90,000.00) and that the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.



BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT to Bloomingdale Township, Attn: Bob Nogan, Director of Highway and Facilities, 6N030 Rosedale Avenue, Bloomingdale, IL 60108; Nicholas Alfonso/State's Attorney's Office; County Auditor; Finance Director; Treasurer; Purchasing; and to the DuPage County Stormwater Management Department, by and through the Stormwater Management Department.

Enacted and approved this 13<sup>th</sup> day of August, 2024 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist  
 Procurement Services Division  
 This form must accompany all Purchase Order Requisitions

<b>SECTION 1: DESCRIPTION</b>			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: SM-P-0020-24	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$90,000.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 08/06/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$90,000.00
	CURRENT TERM TOTAL COST: \$90,000.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Bloomingdale Township	VENDOR #: 20027	DEPT: Stormwater Management	DEPT CONTACT NAME: Jamie Lock
VENDOR CONTACT: Michael Hovde, Jr.	VENDOR CONTACT PHONE: 630-529-7715	DEPT CONTACT PHONE #: 630-407-9705	DEPT CONTACT EMAIL: jamie.lock@dupagecounty.gov
VENDOR CONTACT EMAIL: mikeh@bloomingdaletownship.com	VENDOR WEBSITE:	DEPT REQ #: 1600-2420	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). \$90,000.00 - Cost share for the Mallard Lakes Drainage Improvements Project for an amount not to exceed \$95,000 through an Intergovernmental Agreement with Milton Township.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished This project will assist with reduction of flooding form multiple surrounding properties.			

<b>SECTION 2: DECISION MEMO REQUIREMENTS</b>	
DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required. IGA (INTERGOVERNMENTAL AGREEMENT)
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

<b>SECTION 3: DECISION MEMO</b>	
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

### SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
<b>MARKET TESTING</b>	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
<b>AVAILABILITY</b>	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

### SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Bloomington Township	Vendor#: 20027	Dept: Stormwater Management	Division:
Attn: Michael Hovde, Jr.	Email: mikeh@bloomingtontownship.com	Attn: Jamie Lock	Email: jamie.lock@dupagecounty.gov
Address: 123 N. Rosedale Ave	City: Bloomington	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60108	State: IL	Zip: 60187
Phone: 630-529-7715	Fax:	Phone: 630-407-6705	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: same	Vendor#:	Dept: same	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Aug 13, 2024	Contract End Date (PO25): Nov 30, 2025

**Purchase Requisition Line Details**

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	EA		Cost Share for Mallard Landing Drainage Improvement Project, per IGA	FY24	1600	3000	53830		80,000.00	80,000.00
2	1	EA			FY25	1600	3000	53830		10,000.00	10,000.00
										Requisition Total	\$ 90,000.00

***FY is required, ensure the correct FY is selected.***

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

**INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE,  
ILLINOIS AND BLOOMINGDALE TOWNSHIP FOR THE MALLARD LAKES  
DRAINAGE IMPROVEMENT PROJECT**

This INTERGOVERNMENTAL AGREEMENT is made this 13th day of August 2024, between the County of DuPage, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and Bloomingdale Township, a body politic and corporate, with offices at 6N030 Rosedale Avenue, Bloomingdale, Illinois 60108 (hereinafter referred to as the TOWNSHIP).

**R E C I T A L S**

WHEREAS, Bloomingdale Township (“TOWNSHIP”) and the County of DuPage (“COUNTY”) are public agencies within the meaning of the Illinois “Intergovernmental Cooperation Act” and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the “Intergovernmental Cooperation Act” and Article 7 of the Constitution of the State of Illinois include fostering cooperation among government bodies; and

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to take action to control flooding, manage stormwater runoff and improve drainage throughout the COUNTY’S territory and to enter into agreements for the aforesaid purposes (Illinois Compiled Statutes, Chapter 55 paragraphs 5/5-1062.3 and 5/5-15001 et. seq.); and

WHEREAS, pursuant to said authority, the TOWNSHIP has sought to undertake a project to improve drainage by performing ditch, culvert, and storm sewer maintenance within the Mallard Lakes Subdivision, generally located north of Lawrence Avenue and South of Webster Avenue within unincorporated Bloomingdale Township; and

WHEREAS, the TOWNSHIP has developed a design to rehabilitate improvements associated with the Mallard Lakes subdivision, (herein referred to as the “PROJECT”); and

WHEREAS, the COUNTY and the TOWNSHIP have determined that the construction of the PROJECT’S drainage components will benefit local citizens by improving drainage and reducing the occurrence of localized flooding within Bloomingdale Township; and

WHEREAS, the TOWNSHIP has requested that the COUNTY contribute funding for the PROJECT’S construction costs, through the COUNTY’S Drainage Assistance Program, in an amount not to exceed ninety thousand dollars and zero cents (\$90,000.00); and

WHEREAS, the TOWNSHIP shall undertake the PROJECT and pay all PROJECT expenses up front, subject to being reimbursed by the COUNTY for qualified expenses, following substantial completion of the PROJECT, per the below Intergovernmental Agreement (“AGREEMENT”).

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise, and agree as follows:

**1.0 INCORPORATION AND CONSTRUCTION.**

- 1.1 All recitals set forth above are incorporated herein and made a part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

**2.0 PROJECT DESCRIPTION.**

- 2.1 The PROJECT involves rehabilitation of existing improvements associated with ditch, storm sewer, and all other appurtenances within the roadway rights of way within the Mallard Lakes subdivision, along with any related site restoration.
- 2.2 The PROJECT shall be completed by the TOWNSHIP in substantial conformity to the design plans prepared by Morris Engineering titled MALLARD LAKES DRAINAGE IMPROVEMENT PHASE I, and which plans are incorporated herein as Exhibit A, but may not be attached hereto due to their size.

**3.0 FUNDING.**

- 3.1 The total PROJECT costs for construction is estimated to be seven hundred thousand dollars and no cents (\$700,000.00). The COUNTY's total contribution amount shall not exceed the amount of ninety thousand dollars and no cents (\$90,000.00), or 20% of the total PROJECT costs, whichever is lesser. The COUNTY'S contribution amount shall only be used to reimburse actual PROJECT construction expenses or engineering fees to design the PROJECT.
- 3.2 The TOWNSHIP shall be responsible for securing all third party professional services (architectural, construction management, etc.), construction labor, bid advertising, permit fees, etc., related to the PROJECT. TOWNSHIP shall also be responsible for bearing all administrative costs, overhead, land acquisition, legal or accounting services related to the PROJECT.
- 3.3 The TOWNSHIP shall be responsible for bearing any cost overruns or expenses in excess of the cost estimate listed in Paragraph 3.1, regardless of the cause, unless the TOWNSHIP and COUNTY agree to apportion such extra costs before they are incurred.

- 3.3 This AGREEMENT shall in no way obligate the TOWNSHIP to undertake this PROJECT if the TOWNSHIP in its sole discretion determines that it is no longer in the TOWNSHIP'S best interest to proceed with this PROJECT. The TOWNSHIP'S right to receive COUNTY reimbursement of PROJECT costs is expressly conditioned upon the TOWNSHIP'S timely and satisfactory completion of the PROJECT by November 30, 2025. The TOWNSHIP'S failure to progress the PROJECT'S construction to substantial completion on or before the date stated in this provision relieves the COUNTY of its obligations under this AGREEMENT.
- 3.4 The TOWNSHIP may only seek COUNTY reimbursement for allowable PROJECT expenses. Allowable PROJECT expenses incurred and paid by the TOWNSHIP in relation to the PROJECT shall only include construction and direct engineering costs necessary to complete the PROJECT.

#### **4.0 TOWNSHIP'S RESPONSIBILITIES.**

- 4.1 The TOWNSHIP shall be responsible for the preparation of the plans, specifications, and bid documents for the PROJECT, together with the advertisement and award of all PROJECT-related public bids. The TOWNSHIP shall select, and contract with, all vendors providing professional services for the PROJECT.
- 4.2 The TOWNSHIP shall be responsible for successful completion of all phases of the PROJECT, from design and construction through maintenance.
- 4.3 The TOWNSHIP shall be responsible for securing all local, county, state, and federal permits necessary for completion of the PROJECT.
- 4.4 The TOWNSHIP shall be responsible for submitting copies of all permit applications and related correspondence to the COUNTY in a timely manner to ensure sufficient review by the COUNTY. The purpose of the COUNTY'S review shall be for the sole purpose of documenting whether PROJECT work components qualify as allowable expenses.
- 4.5 The TOWNSHIP shall be responsible for obtaining all required land rights necessary for the completion of the PROJECT.
- 4.6 The TOWNSHIP shall not be reimbursed by the COUNTY for work undertaken prior to the signing of this AGREEMENT.

- 4.7 The TOWNSHIP may enter into additional agreements to secure the services of other project partners to perform or undertake the TOWNSHIP'S functions under this Agreement, but in all instances the TOWNSHIP shall remain responsible for ensuring the satisfactory performance and/or substantial completion by its additional project partners.
- 4.8 The TOWNSHIP shall submit one invoice to the COUNTY following substantial completion of the PROJECT'S construction. Under no circumstances should the COUNTY be invoiced more than the dollar amount stated in Section 3.0. The invoice shall be supported by documentation of all allowable PROJECT expenses for which the TOWNSHIP seeks reimbursement.
- 4.9 The TOWNSHIP shall make direct payments to all parties providing services related to this PROJECT. This requirement will not affect the COUNTY'S obligation to reimburse the TOWNSHIP in the amounts herein agreed upon, nor shall this provision affect the TOWNSHIP'S obligation to repay the COUNTY in the event the PROJECT is not undertaken or completed, as established in paragraph 3.3.
- 4.10 The TOWNSHIP shall allow the COUNTY, including the COUNTY'S employees and professional consultants, reasonable access to the PROJECT area to observe and review PROJECT work and to examine and copy all work documents (i.e., plans, change orders, field orders, manager diaries, etc.).
- 4.11 The COUNTY shall not be responsible for or have control over the design, construction, means, methods, techniques, or procedures with respect to any work performed for the PROJECT. The TOWNSHIP and TOWNSHIP'S contractors shall be solely responsible for the safety of all individuals performing work on the PROJECT. The TOWNSHIP shall take such measures as are necessary to ensure that its contractors maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and the TOWNSHIP shall strictly enforce all applicable safety rules and regulations.

This provision is not intended to create any new burden or liability for the TOWNSHIP beyond the usual burdens and liabilities for a municipality in the construction of public improvements. This section is intended merely to relieve the COUNTY from such liabilities in this PROJECT. The COUNTY'S role in conducting any review, site inspection or granting any consent or approval, as set forth in this provision and Section 4.10, above, relates solely to the COUNTY'S verification of the PROJECT'S eligibility for reimbursement under the COUNTY'S Drainage Assistance Program.



## **5.0 COUNTY'S RESPONSIBILITIES.**

- 5.1 The COUNTY shall reserve the right to review the PROJECT'S plans and specifications, prior to the advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto, for the purpose of verifying that PROJECT components qualify for reimbursement through the COUNTY'S Drainage Assistance Program.
- 5.2 The COUNTY shall cost share in the PROJECT as follows:
- 5.2.1 The COUNTY shall reimburse the TOWNSHIP for costs associated with the PROJECT up to the sum of ninety thousand dollars and no cents (\$90,000.00) or 20% of the total PROJECT cost, whichever is lesser. The COUNTY shall only reimburse expenses for completed work that has already been paid for by the TOWNSHIP, as specified in paragraph 3.1.
- 5.2.2 The total reimbursement amount paid by the COUNTY shall not exceed ninety thousand dollars and no cents (\$90,000.00). The COUNTY shall make a single payment to the TOWNSHIP following substantial completion of the PROJECT'S work. There shall be no progress payments.
- 5.2.3 In the event actual costs for the PROJECT total less than ninety thousand dollars and no cents (\$90,000.00), the COUNTY'S total reimbursement amount shall not be more than the actual PROJECT construction costs incurred by the TOWNSHIP. In the event it is subsequently determined that the COUNTY has overpaid the TOWNSHIP, for any reason, the TOWNSHIP shall promptly refund the COUNTY the amount of such overpayment.
- 5.2.4 The COUNTY shall not be obligated to pay invoices received after December 31, 2025, regardless of when the work was completed. The invoiced work must have been completed before November 30, 2025.
- 5.3 The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and work documents (i.e., plans, change orders, field orders, manager diaries, etc.) for eligibility for COUNTY reimbursement.

## **6.0 GOVERNMENT REGULATIONS.**

- 6.1 The TOWNSHIP shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT.

## **7.0 INDEMNIFICATION.**

- 7.1 The TOWNSHIP shall indemnify, hold harmless and defend the COUNTY or any of its officials, officers, employees, and agents from and against all liability, claims, suits, demands, liens, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the TOWNSHIP'S performance under this AGREEMENT to the fullest extent the TOWNSHIP is so authorized under the law; provided, however, that the TOWNSHIP shall not be obligated to indemnify, hold harmless and defend the COUNTY for any negligent or intentional wrongful misconduct or omissions by COUNTY officials, employees, agents, contractors or personnel.
- 7.2 The TOWNSHIP shall require each consultant and contractor responsible for the design, construction, maintenance, or monitoring of the PROJECT to name the TOWNSHIP and COUNTY as additional insured parties on said vendor's liability insurance policy. Further, the TOWNSHIP shall require that its consultants and contractors indemnify, defend, and hold harmless the TOWNSHIP and COUNTY, their officers, employees, and elected officials from and against any claims, liability or judgments resulting from, or caused by, the negligence or willful conduct of such consultant and, or contractor.
- 7.3 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents, and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings, and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph 7.1, shall be the State's Attorney, or appointed thereby, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove TOWNSHIP'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above. Moreover, indemnity as provided in this AGREEMENT shall not be limited by reason of any insurance coverage maintained by the TOWNSHIP or its consultants, contractors, or agents. The TOWNSHIP'S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.

## **8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.**

- 8.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties, excluding term extensions as provided for in the following provision.
- 8.2 Notwithstanding Paragraph 8.1, above, the term for performing this AGREEMENT may be extended by any suitable County-designated form,

signed by both parties without formal amendment pursuant to Paragraph 8.1, above.

**9.0 TERM OF THIS AGREEMENT.**

9.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:

9.1.1 November 30, 2025 or to a new date agreed upon by the parties.

9.1.2 The completion by the TOWNSHIP and COUNTY of their respective obligations under this AGREEMENT in the event such completion occurs before November 30, 2025.

**10.0 ENTIRE AGREEMENT.**

10.1 This AGREEMENT, including matters incorporated herein, contains the entire AGREEMENT between parties.

10.2 There are no other covenants, warranties, representations, promises, conditions, or understandings; either oral or written, other than those contained herein.

10.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

10.4 In event of a conflict between the terms or conditions or this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

**11.0 SEVERABILITY.**

11.1 In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

**12.0 GOVERNING LAW.**

12.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.

12.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

### **13.0 NOTICES.**

13.1 Any required notice shall be sent to the following addresses and parties:

Michael D. Hovde, Jr.  
Bloomingdale Township Supervisor  
123 N Rosedale Ave  
Ste 200  
Bloomingdale , IL 60108  
630-529-7715

Bob Nogan  
Director of Highways and Facilities  
Bloomingdale Township  
6N030 Rosedale Avenue  
Bloomingdale, Illinois 60108  
(630) 529 - 5221

Sarah Hunn, Director  
DuPage County Stormwater Management Department  
421 North County Farm Road  
Wheaton, Illinois 60187  
(630) 407-6700

DuPage County State's Attorney's Office  
Attn: Civil Bureau  
503 North County Farm Road  
Wheaton, Illinois 60187

### **14.0 WAIVER OF/FAILURE TO ENFORCE BREACH.**

14.1 The parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this AGREEMENT with respect to a different breach.

IN WITNESS OF, the parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE

BLOOMINGDALE TOWNSHIP

\_\_\_\_\_  
Deborah A. Conroy  
Chair, DuPage County Board

\_\_\_\_\_  
Michael D. Hovde, Jr.  
Bloomingtondale Township Supervisor

ATTEST:

ATTEST:

\_\_\_\_\_  
Jean Kaczmarek  
County Clerk

\_\_\_\_\_  
Branka Poplonski  
Bloomingtondale Township Clerk

## EXHIBIT A



Stormwater Requisition \$30,000 and Over

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
www.dupagecounty.gov

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**File #:** SM-P-0021-24

**Agenda Date:** 8/6/2024

**Agenda #:** 8.D

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AWARDING RESOLUTION  
ISSUED TO COPENHAVER CONSTRUCTION INC.,  
FOR THE ST. JOSEPH CREEK CONDOMINIUM DRAINAGE IMPROVEMENTS - BUILDING C  
(CONTRACT AMOUNT \$1,720,415)

WHEREAS, bids have been taken and processed in accordance with County Board policy; and

WHEREAS, the lowest most responsible bidder has been designated and the Stormwater Management Committee recommends County Board approval for the issuance of a contract for the St. Joseph Creek Condominium Drainage Improvements - Building C.

NOW, THEREFORE, BE IT RESOLVED that County Contract, covering said, for the St. Joseph Creek Condominium Drainage Improvements - Building C, for the Stormwater Management Department, be and it is hereby approved for issuance of a Contract by the Procurement Division, to Copenhaver Construction, Inc., 75 Koppie Dr., Gilberts, IL 60136, for the total contract amount not to exceed \$1,720,415, per lowest responsible Bid # 24-091-SWM.

Enacted and approved this 13<sup>th</sup> day of August, 2024 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist

Procurement Services Division

This form must accompany all Purchase Order Requisitions

**SECTION 1: DESCRIPTION**

<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: SM-P-0021-24	RFP, BID, QUOTE OR RENEWAL #: 24-091-SWM	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$1,720,415.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 08/06/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$1,720,415.00
	CURRENT TERM TOTAL COST: \$1,720,415.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Copenhaver Construction, Inc.	VENDOR #: 13083	DEPT: Stormwater Management	DEPT CONTACT NAME: Jamie Lock
VENDOR CONTACT: Ken Copenhaver	VENDOR CONTACT PHONE: (847) 428-6696	DEPT CONTACT PHONE #: 630-407-6705	DEPT CONTACT EMAIL: jamie.lock@dupagecounty.gov
VENDOR CONTACT EMAIL: copenhaverinc@yahoo.com	VENDOR WEBSITE:	DEPT REQ #: 1600-2422	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). \$1,720,415.00. St Joseph Creek Condos Drainage Improvements - Building C, Lisle, IL. Improvements include but are not limited to: installation of flood gates, construction of a flood control walls and berms, pump station, storm sewer improvements, paving, and restoration. This project is being funded by Federal Emergency Management Agency (FEMA) grant funds received by the Department.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Bid # 24-091-SWM			

**SECTION 2: DECISION MEMO REQUIREMENTS**

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required. LOWEST RESPONSIBLE QUOTE/BID (QUOTE < \$25,000, BID ≥ \$25,000; ATTACH TABULATION)
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

**SECTION 3: DECISION MEMO**

SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).



### SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
<b>MARKET TESTING</b>	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
<b>AVAILABILITY</b>	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

### SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Copenhaver Construction, Inc.	Vendor#: 13083	Dept: Stormwater Management	Division:
Attn: Ken Copenhaver	Email: copenhaverinc@yahoo.com	Attn: Jamie Lock	Email: jamie.lock@dupagecounty.gov
Address: 75 Koppie Dr.	City: Gilberts	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60136	State: IL	Zip: 60187
Phone: (847) 428-6696	Fax: (847) 428-6798	Phone: 630-407-6705	Fax: 630-407-6701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: same	Vendor#:	Dept: same	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Aug 13, 2024	Contract End Date (PO25): May 31, 2026

**Purchase Requisition Line Details**

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	EA		St Joseph Creek Condos Drainage Improvements - Building C, bid 24-091-SWM	FY24	1600	3000	53830		462,801.00	462,801.00
2	1	EA			FY25	5000	3085	53830		1,237,614.00	1,237,614.00
3	1	EA			FY25	1600	3000	53830		10,000.00	10,000.00
4	1	EA			FY26	1600	3000	53830		10,000.00	10,000.00
<b><i>FY is required, ensure the correct FY is selected.</i></b>										Requisition Total	\$ 1,720,415.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.



THE COUNTY OF DUPAGE  
 FINANCE - PROCUREMENT  
 ST. JOSEPH CREEK CONDOS DRAINAGE IMPROVEMENTS BLDG C 24-091-SWM  
 BID TABULATION

NO.	ITEM	UOM	QTY	Copenhaver Construction, Inc		Misfits Construction Company	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
1	Tree Removal (6 To 15 Units Diameter)	EA	15	\$ 30.00	\$ 450.00	\$ 20.00	\$ 300.00
2	Tree Removal (Over 15 Units Diameter)	EA	38	\$ 70.00	\$ 2,660.00	\$ 20.00	\$ 760.00
3	Nitrogen Fertilizer Nutrient	POUND	4	\$ 1.00	\$ 4.00	\$ 1.00	\$ 4.00
4	Potassium Fertilizer Nutrient	POUND	4	\$ 1.00	\$ 4.00	\$ 1.00	\$ 4.00
5	Earth Excavation	CU YD	800	\$ 40.00	\$ 32,000.00	\$ 100.00	\$ 80,000.00
6	Removal And Disposal Of Unsuitable Material	CU YD	179	\$ 42.00	\$ 7,518.00	\$ 100.00	\$ 17,900.00
7	Trench Backfill	CU YD	100	\$ 37.00	\$ 3,700.00	\$ 50.00	\$ 5,000.00
8	Topsoil Furnish And Place, 4"	SQ YD	231	\$ 5.00	\$ 1,155.00	\$ 20.00	\$ 4,620.00
9	Seeding Class 1	ACRE	0.048	\$ 15,000.00	\$ 720.00	\$ 13,000.00	\$ 624.00
10	Erosion Control Blanket	SQ YD	231	\$ 4.00	\$ 924.00	\$ 50.00	\$ 11,550.00
11	Perimeter Erosion Barrier	FT	464	\$ 5.00	\$ 2,320.00	\$ 20.00	\$ 9,280.00
12	Inlet Filters	EA	5	\$ 190.00	\$ 950.00	\$ 500.00	\$ 2,500.00
13	Agg Base Course Ty B, 6"	SQ YD	15	\$ 20.00	\$ 300.00	\$ 150.00	\$ 2,250.00
14	Aggregate Base Course, Type B 10"	SQ YD	216	\$ 16.00	\$ 3,456.00	\$ 200.00	\$ 43,200.00
15	Bituminous Materials (Prime Coat)	POUND	486	\$ 3.00	\$ 1,458.00	\$ 1.00	\$ 486.00
16	Bituminous Materials (Tack Coat)	POUND	79	\$ 6.00	\$ 474.00	\$ 1.00	\$ 79.00
17	Hot-Mix Asphalt Binder Course, II-19.0, N50	TON	48	\$ 220.00	\$ 10,560.00	\$ 200.00	\$ 9,600.00
18	Hot-Mix Asphalt Surface Course, II-9.5, Mix "D", N50	TON	26	\$ 240.00	\$ 6,240.00	\$ 200.00	\$ 5,200.00
19	Portland Cement Concrete Sidewalk 5 Inch	SQ FT	17	\$ 24.00	\$ 408.00	\$ 50.00	\$ 850.00
20	Portland Cement Concrete Sidewalk 6 Inch	SQ FT	64	\$ 25.00	\$ 1,600.00	\$ 50.00	\$ 3,200.00
21	Pavement Removal	SQ YD	322	\$ 17.00	\$ 5,474.00	\$ 50.00	\$ 16,100.00
22	Hma Surface Removal, 2"	SQ YD	68	\$ 12.00	\$ 816.00	\$ 20.00	\$ 1,360.00
23	Driveway Pavement Removal	SQ YD	28	\$ 20.00	\$ 560.00	\$ 50.00	\$ 1,400.00
24	Combination Curb And Gutter Removal	FT	188	\$ 12.00	\$ 2,256.00	\$ 20.00	\$ 3,760.00
25	Sidewalk Removal	SQ FT	17	\$ 10.00	\$ 170.00	\$ 50.00	\$ 850.00
26	Storm Sewers, Class A, Type 2 12"	FT	65	\$ 120.00	\$ 7,800.00	\$ 200.00	\$ 13,000.00
27	Storm Sewer Removal 12"	FT	65	\$ 20.00	\$ 1,300.00	\$ 20.00	\$ 1,300.00

NO.	ITEM	UOM	QTY	Copenhaver Construction, Inc		Misfits Construction Company	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
28	Manholes, Type A, 4'-Diameter, Type 1 Frame, Open Lid	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 6,500.00	\$ 6,500.00
29	Manholes, Type A, 4'-Diameter, Type 1 Frame, Closed Lid	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 6,500.00	\$ 6,500.00
30	Inlet, Type A, 2'-Diameter, Type 11 Frame And Grate	EA	1	\$ 2,900.00	\$ 2,900.00	\$ 3,500.00	\$ 3,500.00
31	Concrete Curb, Type B	FT	10	\$ 55.00	\$ 550.00	\$ 100.00	\$ 1,000.00
32	Combination Concrete Curb And Gutter, Type B-6.12	FT	188	\$ 39.00	\$ 7,332.00	\$ 100.00	\$ 18,800.00
33	Mobilization	LSUM	1	\$ 100,000.00	\$ 100,000.00	\$ 150,000.00	\$ 150,000.00
34	Traffic Control And Protection, Special	L SUM	1	\$ 69,000.00	\$ 69,000.00	\$ 15,000.00	\$ 15,000.00
35	Tree, Circis Canadensis (Eastern Redbud) 2.5" Caliper	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 2,500.00	\$ 5,000.00
36	Shrub, Ceanothus Americaus (New Jersey Tea) 5-gallon	EA	5	\$ 220.00	\$ 1,100.00	\$ 500.00	\$ 2,500.00
37	Shrub, Physocarpus Opulifolius (Common Ninebark) 5-gallon	EA	4	\$ 220.00	\$ 880.00	\$ 500.00	\$ 2,000.00
38	Lightweight Cellular Concrete Fill	CU YD	179	\$ 300.00	\$ 53,700.00	\$ 50.00	\$ 8,950.00
39	Washout Basin	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00
40	Exploration Trench, Special	FT	100	\$ 10.00	\$ 1,000.00	\$ 100.00	\$ 10,000.00
41	Check Valve 12" Diameter	EA	1	\$ 5,100.00	\$ 5,100.00	\$ 10,000.00	\$ 10,000.00
42	Check Valve 24" Diameter	EA	1	\$ 12,000.00	\$ 12,000.00	\$ 20,000.00	\$ 20,000.00
43	Paint Pavement Marking Curb	FT	188	\$ 5.00	\$ 940.00	\$ 20.00	\$ 3,760.00
44	Drainage Structure Adjustment	EA	1	\$ 700.00	\$ 700.00	\$ 4,500.00	\$ 4,500.00
45	Construction Layout And As-Built Drawings	L SUM	1	\$ 23,000.00	\$ 23,000.00	\$ 20,000.00	\$ 20,000.00
46	Storm Sewers, Dip Class S2, 4"	FT	73	\$ 160.00	\$ 11,680.00	\$ 200.00	\$ 14,600.00
47	304 Stainless Steel Pipe, 2"	FT	57	\$ 100.00	\$ 5,700.00	\$ 200.00	\$ 11,400.00
48	Storm Sewer, Pvc Astm D-2241, 6"	FT	34	\$ 85.00	\$ 2,890.00	\$ 200.00	\$ 6,800.00
49	Storm Sewer, Pvc Astm D-2241, 8"	FT	95	\$ 86.00	\$ 8,170.00	\$ 200.00	\$ 19,000.00
50	Preconstruction Video Recording	L SUM	1	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
51	Segmented Wall Removal	FT	166	\$ 95.00	\$ 15,770.00	\$ 15.00	\$ 2,490.00
52	Segmented Retaining Wall New	SQ FT	332	\$ 63.00	\$ 20,916.00	\$ 200.00	\$ 66,400.00
53	Cast In Place Wall Removal	FT	49	\$ 190.00	\$ 9,310.00	\$ 1,000.00	\$ 49,000.00
54	Cast In Place Retaining Wall With Reinforcement	CU YD	120	\$ 1,500.00	\$ 180,000.00	\$ 6,000.00	\$ 720,000.00
55	Flood Gate System	EA	2	\$ 346,000.00	\$ 692,000.00	\$ 330,000.00	\$ 660,000.00
56	Power Supply Deck Removal And Reinstall	EA	2	\$ 10,000.00	\$ 20,000.00	\$ 35,000.00	\$ 70,000.00
57	New Electrical Service	L SUM	1	\$ 70,000.00	\$ 70,000.00	\$ 15,000.00	\$ 15,000.00
58	Stair System Complete	EA	1	\$ 14,000.00	\$ 14,000.00	\$ 45,000.00	\$ 45,000.00

NO.	ITEM	UOM	QTY	Copenhaver Construction, Inc		Misfits Construction Company	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
59	Pump Station Complete	EA	2	\$ 85,000.00	\$ 170,000.00	\$ 48,000.00	\$ 96,000.00
60	Landscape Allowance	L SUM	1		\$ 10,000.00		\$ 10,000.00
61	Contingency	L SUM	1		\$ 100,000.00		\$ 100,000.00
<b>GRAND TOTAL</b>					<b>\$ 1,720,415.00</b>		<b>\$ 2,413,877.00</b>

NOTES

Bid Opening 07/29/2024 @ 2:30 PM	NE, DW, SH, RC, JL
Invitations Sent	103
Total Vendors Requesting Documents	2
Total Bid Responses	2

**SECTION 8 - BID FORM PRICING**

F.O.B.: All goods shall be shipped F.O.B. Destination, delivered, and installed.

NO.	SP	PAY ITEM	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1		20100110	Tree Removal (6 To 15 Units Diameter)	EA	15	30	\$450.00
2		20100210	Tree Removal (Over 15 Units Diameter)	EA	38	70	\$2,660.00
3		20101400	Nitrogen Fertilizer Nutrient	POUND	4	1	\$4.00
4		20101600	Potassium Fertilizer Nutrient	POUND	4	1	\$4.00
5		20200100	Earth Excavation	CU YD	800	40	\$32,000.00
6		20201200	Removal And Disposal Of Unsuitable Material	CU YD	179	42	\$7,518.00
7		20800150	Trench Backfill	CU YD	100	37	\$3,700.00
8		21101615	Topsoil Furnish And Place, 4"	SQ YD	231	5	\$1,155.00
9		25000100	Seeding Class 1	ACRE	0.048	15,000	\$720.00
10		25100630	Erosion Control Blanket	SQ YD	231	4	\$924.00
11		28000400	Perimeter Erosion Barrier	FT	464	5	\$2,320.00
12		28000510	Inlet Filters	EA	5	190	\$950.00
13		35101800	Agg Base Course Ty B, 6"	SQ YD	15	20	\$300.00
14		35102200	Aggregate Base Course, Type B 10"	SQ YD	216	16	\$3,456.00
15		40600275	Bituminous Materials (Prime Coat)	POUND	486	3	\$1,458.00
16		40600982	Bituminous Materials (Tack Coat)	POUND	79	6	\$474.00
17		40603080	Hot-Mix Asphalt Binder Course, II-19.0, N50	TON	48	220	\$10,560.00
18		40604060	Hot-Mix Asphalt Surface Course, II-9.5, Mix "D", N50	TON	26	240	\$6,240.00
19		42400200	Portland Cement Concrete Sidewalk 5 Inch	SQ FT	17	24	\$408.00
20		42400300	Portland Cement Concrete Sidewalk 6 Inch	SQ FT	64	25	\$1,600.00
21		44000100	Pavement Removal	SQ YD	322	17	\$5,474.00
22		44000157	HMA Surface Removal, 2"	SQ YD	68	12	\$816.00
23		44000200	Driveway Pavement Removal	SQ YD	28	20	\$560.00
24		44000500	Combination Curb And Gutter Removal	FT	188	12	\$2,256.00

THE COUNTY OF DUPAGE  
ST. JOSEPH CREEK CONDOS DRAINAGE IMPROVEMENTS BLDG. C 24-091-SWM

NO.	SP	PAY ITEM	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
25		44000600	Sidewalk Removal	SQ FT	17	10	\$170.00
26		550A0340	Storm Sewers, Class A, Type 2 12"	FT	65	120	\$7,800.00
27		55100500	Storm Sewer Removal 12"	FT	65	20	\$1,300.00
28		60218300	Manholes, Type A, 4'-Diameter, Type 1 Frame, Open Lid	EA	1	5,000	\$5,000.00
29		60218400	Manholes, Type A, 4'-Diameter, Type 1 Frame, Closed Lid	EA	1	5,000	\$5,000.00
30		60236800	Inlet, Type A, 2'-Diameter, Type 11 Frame And Grate	EA	1	2,900	\$2,900.00
31		60600605	Concrete Curb, Type B	FT	10	55	\$550.00
32		60603800	Combination Concrete Curb And Gutter, Type B-6.12	FT	188	39	\$7,332.00
33		67100100	Mobilization	LSUM	1	100,000	\$100,000.00
34		70100450	Traffic Control And Protection, Special	L SUM	1	69,000	\$69,000.00
35		B2001122	Tree, Cercis Canadensis (Eastern Redbud) 2.5" Caliper	EA	2	1,000	\$2,000.00
36		C2001120	Shrub, Ceanothus Americanus (New Jersey Tea) 5-gallon	EA	5	220	\$1,100.00
37		C2004830	Shrub, Physocarpus Opulifolius (Common Ninebark) 5-gallon	EA	4	220	\$880.00
38		X0325318	Lightweight Cellular Concrete Fill	CU YD	179	300	\$53,700.00
39	*	X0326806	Washout Basin	EA	1	2,000	\$2,000.00
40	*	X2130010	Exploration Trench, Special	FT	100	10	\$1,000.00
41	*	X5420112	Check Valve 12" Diameter	EA	1	5,100	\$5,100.00
42	*	X5420124	Check Valve 24" Diameter	EA	1	12,000	\$12,000.00
43	*	X7800100	Paint Pavement Marking Curb	FT	188	5	\$940.00
44	*	Z0018100	Drainage Structure Adjustment	EA	1	700	\$700.00
45	*		Construction Layout And As-Built Drawings	L SUM	1	23,000	\$23,000.00
46	*		Storm Sewers, Dip Class S2, 4"	FT	73	160	\$11,680.00
47	*		304 Stainless Steel Pipe, 2"	FT	57	100	\$5,700.00
48	*		Storm Sewer, Pvc Astm D-2241, 6"	FT	34	85	\$2,890.00
49	*		Storm Sewer, Pvc Astm D-2241, 8"	FT	95	86	\$8,170.00
50	*		Preconstruction Video Recording	LSUM	1	2,500	\$2,500.00

THE COUNTY OF DUPAGE  
ST. JOSEPH CREEK CONDOS DRAINAGE IMPROVEMENTS BLDG. C 24-091-SWM

NO.	SP	PAY ITEM	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
51	*		Segmented Wall Removal	FT	166	95	\$15,770.00
52	*		Segmented Retaining Wall New	SQ FT	332	63	\$20,916.00
53	*		Cast In Place Wall Removal	FT	49	190	\$9,310.00
54	*		Cast In Place Retaining Wall With Reinforcement	CU YD	120	1,500	\$180,000.00
55	*		Flood Gate System	EA	2	346,000	\$692,000.00
56	*		Power Supply Deck Removal And Reinstall	EA	2	10,000	\$20,000.00
57	*		New Electrical Service	L SUM	1	70,000	\$70,000.00
58	*		Stair System Complete	EA	1	14,000	\$14,000.00
59	*		Pump Station Complete	EA	2	85,000	\$170,000.00
60	*		Landscape Allowance	L SUM	1		\$10,000.00
61			Contingency	L SUM	1		\$100,000.00
<b>GRAND TOTAL</b>							<b>\$1,720,415.00</b>
<b>GRAND TOTAL One Million Seven Hundred Twenty Thousand Four Hundred Fifteen and 00/100 Dollars (IN WORDS)</b>							

THE COUNTY OF DUPAGE  
ST. JOSEPH CREEK CONDOS DRAINAGE IMPROVEMENTS BLDG. C 24-091-SWM



SECTION 9 - BID FORM SIGNATURE PAGE

The Contractor agrees to provide the service, and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

Copenhaver Construction, Inc.

X

[Redacted Signature]

Ken Copenhaver (Signature and Title) President



CORPORATE SEAL  
(If available)

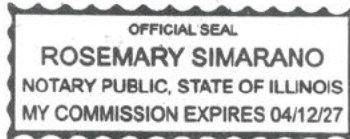
BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this 29th day of July AD, 2024

[Redacted Notary Name]

My Commission Expires: 04/12/2027

(Notary Public)



SEAL

**SECTION 10 - MANDATORY FORM**  
**ST. JOSEPH CREEK CONDOS DRAINAGE IMPROVEMENTS BLDG. C 24-091-SWM**  
(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Copenhaver Construction, Inc.		
Main Business Address	75 Koppie Drive		
City, State, Zip Code	Gilberts, IL 60136		
Telephone Number	847-428-6696	Email Address	copenhaverinc@yahoo.com
Bid Contact Person	Ken Copenhaver, President		

The undersigned certifies that he is:

- the Owner/Sole Proprietor     
 a Member authorized to sign on behalf of the Partnership     
 an Officer of the Corporation     
 a Member of the Joint Venture

Herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

_____	_____
Ken Copenhaver	
(President or Partner)	(Vice-President or Partner)
_____	_____
Ken Copenhaver	
(Secretary or Partner)	(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including

Addenda No. 1, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ issued thereto.

Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus, and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate.

Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33 E-4, bid rigging or bid-rotating, or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

If a Corporation, the undersigned, further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed nor modified, and that the same remain in full force and effect. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the Bidder certifies that he has provided equipment, supplies, or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

**CONTRACT ADMINISTRATION INFORMATION:**

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	Copenhaver Construction, Inc.	NAME	Copenhaver Construction, Inc.
CONTACT	Ken Copenhaver	CONTACT	Ken Copenhaver
ADDRESS	75 Koppie Drive	ADDRESS	75 Koppie Drive
CITY ST ZIP	Gilberts, IL 60136	CITY ST ZIP	Gilberts, IL 60136
TX	847-428-6696	TX	847-428-6696
FX	847-428-6798	FX	847-428-6798
EMAIL	copenhaverinc@yahoo.com	EMAIL	copenhaverinc@yahoo.com
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Stormwater Management 421 North County Farm Road Wheaton, IL 60187 <a href="mailto:StormWaterMgmt@dupagecounty.gov">StormWaterMgmt@dupagecounty.gov</a> TX: (630) 407-6698		Materials to be delivered/shipped to jobsite in Lisle, IL	

ALL MATERIALS MUST BE BID AND SHIPPED F.O.B. DESTINATION, DELIVERED AND INSTALLED  
 (FREIGHT INCLUDED IN PRICE)

VENDOR ETHICS DISCLOSURE



Required Vendor Ethics Disclosure Statement

Date: 07/29/2024

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Bid/Contract/PO #: 24-091-SWM

Company Name: Copenhaver Construction, Inc.	Company Contact: Ken Copenhaver
Contact Phone: 847-428-6696	Contact Email: copenhaverinc@yahoo.com

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

NONE (check here) - If no contributions have been made

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

NONE (check here) - If no contacts have been made

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

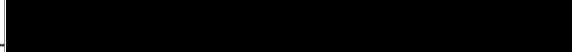
A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

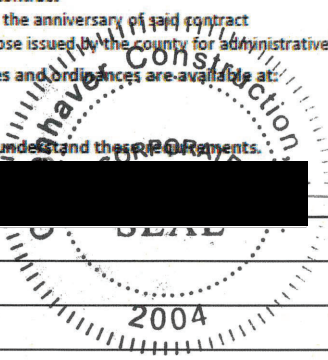
Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at: <http://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature:   
 Printed Name: Ken Copenhaver  
 Title: President  
 Date: July 29, 2024



Attach additional sheets if necessary. Sign each sheet and number each page. PAGE 1 OF 1 (total number of pages)



Stormwater Requisition \$30,000 and Over

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
www.dupagecounty.gov

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**File #:** SM-P-0022-24

**Agenda Date:** 8/6/2024

**Agenda #:** 8.E

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AWARDING RESOLUTION  
ISSUED TO COPENHAVER CONSTRUCTION INC.,  
FOR THE ST. JOSEPH CREEK CONDOMINIUM DRAINAGE IMPROVEMENTS -  
BUILDINGS A&B  
(CONTRACT AMOUNT \$2,035,871)

WHEREAS, bids have been taken and processed in accordance with County Board policy;

WHEREAS, the lowest most responsible bidder has been designated and the Stormwater Management Committee recommends County Board approval for the issuance of a contract for the St. Joseph Creek Condominium Drainage Improvements - Buildings A&B.

NOW, THEREFORE, BE IT RESOLVED that County Contract, covering said, for the St. Joseph Creek Condominium Drainage Improvements - Buildings A&B, for the Stormwater Management Department, be and it is hereby approved for issuance of a Contract by the Procurement Division, to Copenhaver Construction, Inc., 75 Koppie Dr., Gilberts, IL 60136, for the total contract amount not to exceed \$2,035,871, per lowest responsible Bid # 24-084-SWM.

Enacted and approved this 13<sup>th</sup> day of August, 2024 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist  
 Procurement Services Division  
 This form must accompany all Purchase Order Requisitions

**SECTION 1: DESCRIPTION**

<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID # SM-P-0022-24	RFP, BID, QUOTE OR RENEWAL #: 24-084-SWM	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$2,035,871.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 08/06/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$2,035,871.00
	CURRENT TERM TOTAL COST: \$2,035,871.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Copenhaver Construction, Inc.	VENDOR #: 13083	DEPT: Stormwater Management	DEPT CONTACT NAME: Jamie Lock
VENDOR CONTACT: Ken Copenhaver	VENDOR CONTACT PHONE: (847) 428-6696	DEPT CONTACT PHONE #: 630-407-6705	DEPT CONTACT EMAIL: jamie.lock@dupagecounty.gov
VENDOR CONTACT EMAIL: copenhaverinc@yahoo.com	VENDOR WEBSITE:	DEPT REQ #: 1600-2421	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). \$2,035,871.00. St Joseph Creek Condos Drainage Improvements - Buildings A&B, Lisle, IL. Improvements include but are not limited to: installation of flood gates, construction of a flood control walls and berms, pump station, storm sewer improvements, paving, and restoration. This project is being funded by American Rescue Plan Act (ARPA) funds received by the Department.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Bid # 24-084-SWM			

**SECTION 2: DECISION MEMO REQUIREMENTS**

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required. LOWEST RESPONSIBLE QUOTE/BID (QUOTE < \$25,000, BID ≥ \$25,000; ATTACH TABULATION)
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

**SECTION 3: DECISION MEMO**

SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

### SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
<b>MARKET TESTING</b>	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
<b>AVAILABILITY</b>	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

### SECTION 5: Purchase Requisition Information

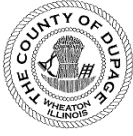
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Copenhaver Construction	Vendor#: 13083	Dept: Stormwater Management	Division:
Attn: Ken Copenhaver	Email: copenhaverinc@yahoo.com	Attn: Jamie Lock	Email: jamie.lock@dupagecounty.gov
Address: 75 Koppie Dr.	City: Gilberts	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60136	State: IL	Zip: 60187
Phone: (847) 428-6696	Fax: (847) 428-6798	Phone: 630-407-6705	Fax: 630-407-6701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: same	Vendor#:	Dept: same	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Aug 13, 2024	Contract End Date (PO25): May 31, 2026

**Purchase Requisition Line Details**

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		St Joseph Creek Condos Drainage Improvements - Buildings A&B, bid 24-084-SWM	FY24	1100	1215	53830	COVID-19_SWM	1,000,000.00	1,000,000.00
2	1	EA			FY25	1100	1215	53830	COVID-19_SWM	1,025,871.00	1,025,871.00
3	1	EA			FY26	1100	1215	53830	COVID-19_SWM	10,000.00	10,000.00
<b><i>FY is required, ensure the correct FY is selected.</i></b>										Requisition Total	\$ 2,035,871.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.





**THE COUNTY OF DUPAGE  
FINANCE - PROCUREMENT  
ST. JOSEPH CREEK CONDOS DRAINAGE IMPROVEMENTS  
BLDGS A & B 24-084-SWM  
BID TABULATION**



NO.	ITEM	UOM	QTY	Copenhaver Construction, Inc.		Misfits Construction Company	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
1	Tree Removal (6 To 15 Units Diameter)	UNIT	30	\$ 30.00	\$ 900.00	\$ 20.00	\$ 600.00
2	Tree Removal (Over 15 Units Diameter)	UNIT	40	\$ 70.00	\$ 2,800.00	\$ 20.00	\$ 800.00
3	Nitrogen Fertilizer Nutrient	POUND	4	\$ 1.00	\$ 4.00	\$ 1.00	\$ 4.00
4	Potassium Fertilizer Nutrient	POUND	4	\$ 1.00	\$ 4.00	\$ 1.00	\$ 4.00
5	Earth Excavation	CU YD	1,200	\$ 45.00	\$ 54,000.00	\$ 120.00	\$ 144,000.00
6	Removal And Disposal Of Unsuitable Material	CU YD	292	\$ 45.00	\$ 13,140.00	\$ 120.00	\$ 35,040.00
7	Trench Backfill	CU YD	75	\$ 49.00	\$ 3,675.00	\$ 50.00	\$ 3,750.00
8	Topsoil Furnish And Place, 4"	SQ YD	542	\$ 5.00	\$ 2,710.00	\$ 20.00	\$ 10,840.00
9	Seeding Class 1	ACRE	0.115	\$ 10,000.00	\$ 1,150.00	\$ 13,000.00	\$ 1,495.00
10	Erosion Control Blanket	SQ YD	594	\$ 3.00	\$ 1,782.00	\$ 50.00	\$ 29,700.00
11	Perimeter Erosion Barrier	FOOT	1,036	\$ 4.00	\$ 4,144.00	\$ 20.00	\$ 20,720.00
12	Inlet Filters	EACH	3	\$ 200.00	\$ 600.00	\$ 500.00	\$ 1,500.00
13	Agg Base Course Ty B, 6"	SQ YD	45	\$ 15.00	\$ 675.00	\$ 150.00	\$ 6,750.00
14	Aggregate Base Course, Type B 10"	SQ YD	180	\$ 19.00	\$ 3,420.00	\$ 200.00	\$ 36,000.00
15	Bituminous Materials (Prime Coat)	POUND	405	\$ 3.00	\$ 1,215.00	\$ 1.00	\$ 405.00
16	Bituminous Materials (Tack Coat)	POUND	41	\$ 6.00	\$ 246.00	\$ 1.00	\$ 41.00
17	Hot-Mix Asphalt Binder Course, II-19.0, N50	TON	40	\$ 260.00	\$ 10,400.00	\$ 200.00	\$ 8,000.00
18	Hot-Mix Asphalt Surface Course, II-9.5, Mix "D", N50	TON	15	\$ 290.00	\$ 4,350.00	\$ 200.00	\$ 3,000.00
19	PCC Sidewalk, 6"	SQ FT	138	\$ 21.00	\$ 2,898.00	\$ 50.00	\$ 6,900.00
20	Pavement Removal	SQ YD	141	\$ 18.00	\$ 2,538.00	\$ 50.00	\$ 7,050.00
21	Driveway Pavement Removal	SQ YD	39	\$ 20.00	\$ 780.00	\$ 50.00	\$ 1,950.00
22	Combination Curb And Gutter Removal	FOOT	94	\$ 10.00	\$ 940.00	\$ 20.00	\$ 1,880.00
23	Manholes, Type A, 4'-Diameter, Type 1 Frame, Closed Lid	EACH	1	\$ 5,500.00	\$ 5,500.00	\$ 7,500.00	\$ 7,500.00
24	Combination Concrete Curb And Gutter, Type B-6.12	FOOT	94	\$ 51.00	\$ 4,794.00	\$ 100.00	\$ 9,400.00
25	Concrete Curb, Type B	FOOT	30	\$ 55.00	\$ 1,650.00	\$ 100.00	\$ 3,000.00
26	Mobilization	L SUM	1	\$ 140,000.00	\$ 140,000.00	\$ 195,000.00	\$ 195,000.00

NO.	ITEM	UOM	QTY	Copenhaver Construction, Inc.		Misfits Construction Company	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
27	Traffic Control And Protection, Special	L SUM	1	\$ 69,000.00	\$ 69,000.00	\$ 25,000.00	\$ 25,000.00
28	Lightweight Cellular Concrete Fill	CU YD	292	\$ 300.00	\$ 87,600.00	\$ 100.00	\$ 29,200.00
29	Washout Basin	EACH	1	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00
30	Exploration Trench, Special	FOOT	100	\$ 10.00	\$ 1,000.00	\$ 200.00	\$ 20,000.00
31	Check Valve	EACH	1	\$ 4,000.00	\$ 4,000.00	\$ 10,000.00	\$ 10,000.00
32	Paint Pavement Marking Curb	FOOT	94	\$ 10.00	\$ 940.00	\$ 20.00	\$ 1,880.00
33	Construction Layout And As-Built Drawings	L SUM	1	\$ 16,000.00	\$ 16,000.00	\$ 30,000.00	\$ 30,000.00
34	Drainage Structure Adjustment	EACH	1	\$ 700.00	\$ 700.00	\$ 4,500.00	\$ 4,500.00
35	On Grade Horizontal Directional Drilling, 8"	FOOT	203	\$ 267.00	\$ 54,201.00	\$ 300.00	\$ 60,900.00
36	Storm Sewers, Dip, Class S2, 4"	FOOT	121	\$ 140.00	\$ 16,940.00	\$ 200.00	\$ 24,200.00
37	304 Stainless Steel Pipe, 2"	FOOT	30	\$ 100.00	\$ 3,000.00	\$ 200.00	\$ 6,000.00
38	Storm Sewer, PVC, ASTM D2241, 6"	FOOT	37	\$ 75.00	\$ 2,775.00	\$ 200.00	\$ 7,400.00
39	Preconstruction Video Recording	L SUM	1	\$ 2,000.00	\$ 2,000.00	\$ 3,500.00	\$ 3,500.00
40	Segmented Wall Removal	FOOT	150	\$ 95.00	\$ 14,250.00	\$ 15.00	\$ 2,250.00
41	Segmented Retaining Wall New	SQ FT	300	\$ 63.00	\$ 18,900.00	\$ 200.00	\$ 60,000.00
42	Cast-In-Place Wall Removal	FOOT	75	\$ 170.00	\$ 12,750.00	\$ 1,000.00	\$ 75,000.00
43	Cast-In-Place Retaining Wall With Reinforcement	CU YD	147	\$ 1,500.00	\$ 220,500.00	\$ 6,500.00	\$ 955,500.00
44	Flood Gate System	EACH	3	\$ 305,000.00	\$ 915,000.00	\$ 295,000.00	\$ 885,000.00
45	Remove And Relocate Light Pole	EACH	1	\$ 10,000.00	\$ 10,000.00	\$ 3,500.00	\$ 3,500.00
46	Power Supply Deck Removal And Reinstall	EACH	3	\$ 10,000.00	\$ 30,000.00	\$ 35,000.00	\$ 105,000.00
47	New Electrical Service	L SUM	1	\$ 50,000.00	\$ 50,000.00	\$ 15,000.00	\$ 15,000.00
48	Stair System Complete	EACH	3	\$ 15,000.00	\$ 45,000.00	\$ 65,000.00	\$ 195,000.00
49	Pump Station Complete	EACH	1	\$ 85,000.00	\$ 85,000.00	\$ 75,000.00	\$ 75,000.00
50	Landscape Allowance	L SUM	1		\$ 10,000.00		\$ 10,000.00
51	Contingency	L SUM	1		\$ 100,000.00		\$ 100,000.00
<b>GRAND TOTAL</b>					<b>\$ 2,035,871.00</b>		<b>\$ 3,241,659.00</b>

NOTES

Bid Opening 7/29/2024 @ 2:30 PM	DW, NE, SH, JL, RC
Invitations Sent	103
Total Vendors Requesting Documents	2
Total Bid Responses	2

**SECTION 8 - BID FORM PRICING**

F.O.B.: All goods are to be shipped F.O.B. Destination, delivered and installed.

NO.	SP	PAY ITEM	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1		20100110	Tree Removal (6 To 15 Units Diameter)	UNIT	30	30	\$900.00
2		20100210	Tree Removal (Over 15 Units Diameter)	UNIT	40	70	\$2,800.00
3		20101400	Nitrogen Fertilizer Nutrient	POUND	4	1	\$4.00
4		20101600	Potassium Fertilizer Nutrient	POUND	4	1	\$4.00
5		20200100	Earth Excavation	CU YD	1,200	45	\$54,000.00
6		20201200	Removal And Disposal Of Unsuitable Material	CU YD	292	45	\$13,140.00
7		20800150	Trench Backfill	CU YD	75	49	\$3,675.00
8		21101615	Topsoil Furnish And Place, 4"	SQ YD	542	5	\$2,710.00
9		25000100	Seeding Class 1	ACRE	0.115	10,000	\$1,150.00
10		25100630	Erosion Control Blanket	SQ YD	594	3	\$1,782.00
11		28000400	Perimeter Erosion Barrier	FOOT	1,036	4	\$4,144.00
12		28000510	Inlet Filters	EACH	3	200	\$600.00
13		35101800	Agg Base Course Ty B, 6"	SQ YD	45	15	\$675.00
14		35102200	Aggregate Base Course, Type B 10"	SQ YD	180	19	\$3,420.00
15		40600275	Bituminous Materials (Prime Coat)	POUND	405	3	\$1,215.00
16		40600982	Bituminous Materials (Tack Coat)	POUND	41	6	\$246.00
17		40603080	Hot-Mix Asphalt Binder Course, II-19.0, N50	TON	40	260	\$10,400.00
18		40604060	Hot-Mix Asphalt Surface Course, II-9.5, Mix "D", N50	TON	15	290	\$4,350.00
19		42400300	PCC Sidewalk, 6"	SQ FT	138	21	\$2,898.00
20	*	44000100	Pavement Removal	SQ YD	141	18	\$2,538.00
21		44000200	Driveway Pavement Removal	SQ YD	39	20	\$780.00
22		44000500	Combination Curb And Gutter Removal	FOOT	94	10	\$940.00
23		60218400	Manholes, Type A, 4'- Diameter, Type 1 Frame, Closed Lid	EACH	1	5,500	\$5,500.00
24		60603800	Combination Concrete Curb And Gutter, Type B-6.12	FOOT	94	51	\$4,794.00
25		60600605	Concrete Curb, Type B	FOOT	30	55	\$1,650.00
26		67100100	Mobilization	L SUM	1	140,000	\$140,000.00
27	*	70100450	Traffic Control And Protection, Special	L SUM	1	69,000	\$69,000.00
28	*	X0325318	Lightweight Cellular Concrete Fill	CU YD	292	300	\$87,600.00
29	*	X0326806	Washout Basin	EACH	1	2,000	\$2,000.00
30	*	X2130010	Exploration Trench, Special	FOOT	100	10	\$1,000.00
31	*	X5420112	Check Valve	EACH	1	4,000	\$4,000.00
32	*	X7800100	Paint Pavement Marking Curb	FOOT	94	10	\$940.00
33	*	Z0013798	Construction Layout And As-Built Drawings	L SUM	1	16,000	\$16,000.00

NO.	SP	PAY ITEM	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
34	*	Z0018100	Drainage Structure Adjustment	EACH	1	700	\$700.00
35	*		On Grade Horizontal Directional Drilling, 8"	FOOT	203	267	\$54,201.00
36	*		Storm Sewers, Dip, Class S2, 4"	FOOT	121	140	\$16,940.00
37	*		304 Stainless Steel Pipe, 2"	FOOT	30	100	\$3,000.00
38	*		Storm Sewer, PVC, ASTM D2241, 6"	FOOT	37	75	\$2,775.00
39	*		Preconstruction Video Recording	L SUM	1	2,000	\$2,000.00
40	*		Segmented Wall Removal	FOOT	150	95	\$14,250.00
41	*		Segmented Retaining Wall New	SQ FT	300	63	\$18,900.00
42	*		Cast-In-Place Wall Removal	FOOT	75	170	\$12,750.00
43	*		Cast-In-Place Retaining Wall With Reinforcement	CU YD	147	1,500	\$220,500.00
44	*		Flood Gate System	EACH	3	305,000	\$915,000.00
45	*		Remove And Relocate Light Pole	EACH	1	10,000	\$10,000.00
46	*		Power Supply Deck Removal And Reinstall	EACH	3	10,000	\$30,000.00
47	*		New Electrical Service	L SUM	1	50,000	\$50,000.00
48	*		Stair System Complete	EACH	3	15,000	\$45,000.00
49	*		Pump Station Complete	EACH	1	85,000	\$85,000.00
50	*		Landscape Allowance	L SUM	1		\$10,000.00
51			Contingency	L SUM	1		\$100,000.00
<b>GRAND TOTAL</b>							<b>\$2,035,871.00</b>
<b>GRAND TOTAL Two Million Thirty-Five Thousand Eight Hundred Seventy-One and 00/100 Dollars (IN WORDS)</b>							

SECTION 9 - BID FORM SIGNATURE PAGE

The Contractor agrees to provide the service, and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

Copenhaver Construction, Inc.

X

[Redacted Signature]

Ken Copenhaver (Signature and Title)



CORPORATE SEAL  
(If available)

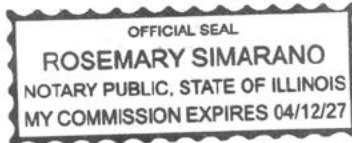
BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this 29th day of July AD, 2024

[Redacted Notary Name]

(Notary Public)

My Commission Expires: 04/12/2027



SEAL



Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

**CONTRACT ADMINISTRATION INFORMATION:**

<b>CORRESPONDENCE TO CONTRACTOR:</b>		<b>REMIT TO CONTRACTOR:</b>	
NAME	Copenhaver Construction, Inc.	NAME	Copenhaver Construction, Inc.
CONTACT	Ken Copenhaver	CONTACT	Ken Copenhaver
ADDRESS	75 Koppie Drive	ADDRESS	75 Koppie Drive
CITY ST ZIP	Gilberts, IL 60136	CITY ST ZIP	Gilberts, IL 60136
TX	847-428-6696	TX	847-428-6696
FX	847-428-6798	FX	847-428-6798
EMAIL	copenhaverinc@yahoo.com	EMAIL	copenhaverinc@yahoo.com
<b>COUNTY BILL TO INFORMATION:</b>		<b>COUNTY SHIP TO INFORMATION:</b>	
DuPage County Stormwater Management 421 North County Farm Road Wheaton, IL 60187 StormWaterMgmt@dupagecounty.gov TX: (630) 407-6193		Materials to be delivered/shipped to jobsite in Lisle, IL.	

ALL MATERIALS MUST BE BID AND SHIPPED F.O.B. DESTINATION, DELIVERED AND INSTALLED  
(FREIGHT INCLUDED IN PRICE)



# Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 7/29/2024

Bid/Contract/PO #: 24-084-SWM

Company Name: Copenhaver Construction, Inc.	Company Contact: Ken Copenhaver
Contact Phone: 847-428-6696	Contact Email: copenhaverinc@yahoo.com

## The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

**NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

**NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.


### Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

### The full text for the county's ethics and procurement policies and ordinances are available at:

[http://www.dupagecounty.gov/government/county\\_board/ethics\\_at\\_the\\_county/](http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/)

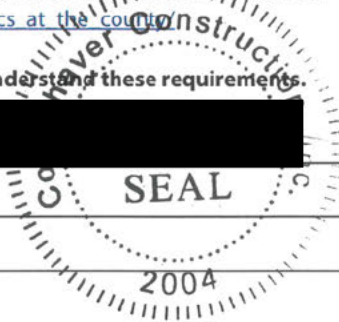
I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature 

Printed Name Ken Copenhaver

Title President

Date July 29, 2024



Attach additional sheets if necessary. Sign each sheet and number each page. Page 0 of 0 (total number of pages)





## Informational

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 24-2048

**Agenda Date:** 8/6/2024

**Agenda #:** 10.A

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**DuPage County Illinois**  
 421 N. County Farm Road  
 Wheaton, IL 60187-3978

**PURCHASE ORDER # 7177-0001-SERV**  
 Please include this Purchase Order Number on all invoices, shipping papers, packages and correspondence. Failure to comply may result in delayed payment of invoices. Current Terms and Conditions are located at www.dupageco.org.

DATE: **07/02/2024**

TO **12084**  
**HAGGERTY-FORD**  
**330 E ROOSEVELT RD**  
**WEST CHICAGO IL 60185**

630-231-3200

Reference #	
Effective Date	07/02/2024
Expiration Date	11/30/2024
Last Invoice Allowed Date	05/30/2025
Lifetime Max Amount	\$106,849.00

<b>Vendor Agreement Reference:</b>
SWM-HAGGERTY FORD 12084
<b>Vendor Agreement Description:</b>
PURCHASE OF THREE FORD BRONCOS

TERMS		SHIP VIA		UNIT PRICE	AGREEMENT MAX QTY	AGREEMENT MAX AMOUNT
SHIP TERMS	Freight included in Price	Best Way				
FRT TERMS	FOB Destination					
LINE	QUANTITY	UOM	ITEM DESCRIPTION			
			AUDIT TRAIL CONTRACT FOR THREE (3) FORD BRONCO SPORTS FOR SWM. CONTRACT SHALL NOT EXCEED \$106,849.00. NE 7/18/2024			
1	0		SWM FORD BRONCO SPORTS FY24		\$42,839.00	\$42,839.00
2	0		SWM FORD BRONCO SPORTS FY24		\$64,010.00	\$64,010.00

Buyer Contact:  
 Nickon Etminan

**Total Amount: \$106,849.00**

Phone: 630-407-6166  
 Email: Nickon.Etminan@DuPageCo.Org





DUPAGE COUNTY

General  
630-407-6900

Maintenance  
630-407-6920

Permitting  
630-407-6900

Trails/Paths  
630-407-6900

DIVISION OF TRANSPORTATION

630-407-6900  
Fax: 630-407-6901  
dot@dupageco.org

www.dupageco.org/dot

MEMORANDUM

TO: Nick Kottmeyer, P.E., Chief Administrative Officer  
Jeffrey Martynowicz, Chief Financial Officer

FROM: William C. Eidson, P.E. [Redacted]  
County Engineer/Acting Director of Transportation

DATE: July 18, 2024

RE: FY2022-2026 Vehicle Replacement

Attached is a purchase requisition for (3) three vehicle replacements for DuPage County Stormwater Management. To meet the operational needs of this department, these vehicles have been requisitioned pursuant to FI-O-0056-22 and DT-R-0306C-22 approved by the County Board on December 12, 2023. These vehicles have been locally sourced and are available to purchase. I am requesting your signature approval for the Division of Transportation to process this purchase order for the FY2025/FY2026 vehicle replacements. A copy of this packet will be forwarded to the department to be added to their next parent committee agenda as informational. The Division of Transportation has confirmed that sufficient funds exist to cover the cost of these vehicle requisitions. Additionally, the DOT has confirmed that the vehicles being replaced have not been replaced in previous requisitions.

Approved [Redacted Signature] Date: 7/18/2024  
Jeffrey Martynowicz  
Chief Financial Officer

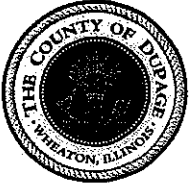
Approved [Redacted Signature] Date: July 18, 2024  
Nick Kottmeyer, P.E.  
Chief Administrative Officer

07/18/24  
 REPORT REVEXP  
 3000

1600 - CONSERVATION & RECREATION  
 REVENUE AND EXPENDITURES  
 FOR PERIOD ENDING 07/31/24

STORMWATER MANAGEMENT

ACCOUNT DESCRIPTION	CURRENT PERIOD ACTUAL	OUTSTANDING ENCUMBRANCE	YEAR-TO-DATE ACTUAL	TOTAL OBLIGATIONS	ANNUAL BUDGET	UNOBLIGATED REMAINING
53010-0000 ENGINEERING & ARCHITECTURAL	21,901.49	377,528.71	460,709.67	838,238.38	1,339,500.00	501,261.62
53020-0000 INFORMATION TECHNOLOGY SVC	0.00	25,000.00	0.00	25,000.00	45,000.00	20,000.00
53030-0000 LEGAL SERVICES	0.00	0.00	0.00	0.00	5,000.00	5,000.00
53050-0000 LOBBYIST SERVICES	0.00	12,500.00	12,500.00	25,000.00	32,500.00	7,500.00
53090-0000 OTHER PROFESSIONAL SERVICES	140.00	27,490.83	104,541.07	132,031.90	270,000.00	137,968.10
53110-0000 WORKERS COMPENSATION INSURANCE	0.00	0.00	0.00	0.00	8,000.00	8,000.00
53130-0000 PUBLIC LIABILITY INSURANCE	0.00	0.00	0.00	0.00	1,000.00	1,000.00
53200-0000 NATURAL GAS	0.00	0.00	0.00	0.00	3,000.00	1,985.11
53210-0000 ELECTRICITY	253.17	0.00	1,014.89	1,014.89	185,000.00	146,775.39
53220-0000 WATER & SEWER	0.00	0.00	38,224.61	38,224.61	1,000.00	1,985.11
53240-0000 WASTE DISPOSAL SERVICES	0.00	0.00	248.79	248.79	15,000.00	14,832.20
53250-0000 WIRED COMMUNICATION SERVICES	1,893.51	157.52	167.80	167.80	72,500.00	48,841.48
53260-0000 WIRELESS COMMUNICATION SVC	0.00	0.00	23,501.00	23,501.00	38,500.00	18,098.33
53300-0000 WIRELESS COMMUNICATION SVC	0.00	0.00	20,401.67	20,401.67	300.00	500.00
53320-0000 REPAIR & MTCE ROADS	0.00	0.00	0.00	0.00	2,000.00	2,000.00
53340-0000 REPAIR & MTCE SYSTEM	977.50	163,433.55	57,201.35	220,634.90	306,000.00	85,365.10
53370-0000 REPAIR & MTCE OTHER EQUIPMENT	0.00	0.00	0.00	0.00	12,000.00	12,000.00
53380-0000 REPAIR & MTCE AUTO EQUIPMENT	0.00	0.00	12,537.50	12,537.50	15,000.00	2,462.50
53410-0000 RENTAL OF MACHINERY & EQUIPMNT	0.00	0.00	592.00	592.00	24,750.00	24,158.00
53500-0000 MILEAGE EXPENSE	0.00	0.00	401.46	401.46	500.00	98.54
53510-0000 TRAVEL EXPENSE	0.00	0.00	2,293.05	2,293.05	8,800.00	6,506.95
53600-0000 DUES & MEMBERSHIPS	25.00	0.00	40,238.78	40,238.78	42,964.00	2,725.22
53610-0000 INSTRUCTION & SCHOOLING	1,275.00	0.00	11,293.00	11,293.00	25,930.00	14,637.00
53700-0000 MATCHING FUNDS/CONTRIBUTIONS	0.00	0.00	1,500.00	1,500.00	1,500.00	50.00
53800-0000 PRINTING	0.00	0.00	176.00	176.00	2,324.00	2,148.00
53800-0001 COPIER USAGE	0.00	0.00	638.68	638.68	1,500.00	861.32
53801-0000 ADVERTISING	0.00	0.00	121.90	121.90	1,400.00	278.10
53802-0000 PROMOTIONAL SERVICES	0.00	0.00	0.00	0.00	2,000.00	2,000.00
53803-0000 MISCELLANEOUS MEETING EXPENSE	0.00	0.00	0.00	0.00	6,000.00	6,000.00
53804-0000 POSTAGE & POSTAL CHARGES	4.67	0.00	164.55	164.55	4,800.00	4,635.45
53806-0000 SOFTWARE & MAINTENANCE	0.00	0.00	82,509.47	82,509.47	82,000.00	509.47
53807-0000 SUBSCRIPTION IT ARRANGEMENTS	0.00	0.00	27,147.71	27,147.71	41,650.00	14,502.29
53808-0000 STATUTORY & FISCAL CHARGES	0.00	0.00	4,457.90	4,457.90	9,000.00	4,542.10
53818-0000 REFUNDS & FORFEITURES	0.00	0.00	0.00	0.00	2,000.00	2,000.00
53828-0000 CONTINGENCIES	0.00	0.00	0.00	0.00	114,500.00	114,500.00
53829-0000 INDIRECT COST REIMBURSEMENT	3,280.00	180,000.00	294,410.93	474,410.93	310,000.00	310,000.00
53830-0000 OTHER CONTRACTUAL EXPENSES	29,750.34	786,110.61	1,196,993.78	1,983,104.39	806,315.00	331,904.07
Total Contractuals					3,848,659.00	1,865,554.61
TOTAL OPERATING EXPENSE	176,181.17	786,110.61	3,558,871.61	4,344,982.22	8,203,198.00	3,858,215.78
54000-0000 LAND/RIGHT OF WAY	0.00	0.00	0.00	0.00	460,000.00	460,000.00
54060-0000 DRAINAGE SYSTEM INFRASTRUCTURE	0.00	1,487,583.00	548,408.86	2,035,991.86	2,783,026.00	747,034.14
54100-0000 IT EQUIPMENT	0.00	0.00	0.00	0.00	15,000.00	15,000.00
54100-0700 IT EQUIPMENT - CAPITAL LEASE	0.00	0.00	1,029.48	1,029.48	2,750.00	1,720.52
54110-0000 EQUIPMENT AND MACHINERY	0.00	0.00	7,640.00	7,640.00	222,224.00	214,584.00
54120-0000 AUTOMOTIVE EQUIPMENT	0.00	96,561.50	0.00	96,561.50	216,000.00	119,438.50
Total Capital Outlay	0.00	1,584,144.50	557,078.34	2,141,222.84	3,699,000.00	1,557,777.16
TOTAL EXPENDITURES	176,181.17	2,370,255.11	4,115,949.95	6,486,205.06	11,902,198.00	5,415,992.94
57006-0110 NET OPER GAIN (LOSS)	65,650.17	2,370,255.11	3,808,379.53	1,438,124.42	1,768,409.00	330,284.58
TRANSFER OUT SWM CAPITAL RESER	0.00	0.00	0.00	0.00	2,139,225.00	2,139,225.00



# DU PAGE COUNTY

421 N. COUNTY FARM ROAD  
WHEATON, IL 60187  
www.dupagecounty.gov

## Legislation Details (With Text)

<b>File #:</b>	24-0099	<b>Version:</b>	1
<b>Type:</b>	Transportation Resolution	<b>Status:</b>	Adopted
<b>File created:</b>	12/5/2023	<b>In control:</b>	Transportation Committee
<b>On agenda:</b>	12/12/2023	<b>Final action:</b>	12/12/2023
<b>Title:</b>	DT-R-0306C-22 - Amendment to Resolution DT-R-0306B-22 to authorize the Division of Transportation to process FY2025 and FY2026 recommended vehicle replacement purchase orders, per 55 ILCS 5/5-1022(c) and Section 2-355 of the DuPage County Procurement Ordinance.		
<b>Attachments:</b>	1. Exhibit A		

Date	Ver.	Action By	Action	Result
12/12/2023	1	Finance Committee	Approved	Pass
12/12/2023	1	DuPage County Board		

### DT-R-0306C-22

#### AMENDMENT TO RESOLUTION DT-R-0306B-22 AUTHORIZATION FOR THE DIVISION OF TRANSPORTATION TO PROCESS FY 2023 AND FY 2024 VEHICLE REPLACEMENT PURCHASE ORDERS (TO INCLUDE FY2025 AND FY2026 VEHICLE REPLACEMENTS AT AN ESTIMATED TOTAL COST OF \$4,225,000)

WHEREAS, the DuPage County Board adopted resolutions DT-R-0306-22 on August 9, 2022, DT-R-0306A-22 on August 23, 2022, and DT-R-0306B-22 on October 25, 2022, authorizing the Division of Transportation (DOT) to process purchase orders for the FY2022 canceled orders and FY 2023 and FY 2024 vehicle replacements, in accordance with Board policy; and

WHEREAS, said resolutions and authorizations were in direct response to an unprecedented disruption in global supply chains affecting the availability of essential parts and components for vehicles resulting in reduced and delayed production capacities, prolonged delivery schedules, exceedingly high demands for vehicles and vehicle replacement backlogs; and

WHEREAS, the Division of Transportation (DOT) is responsible for the management, maintenance, repair, and procurement of vehicles countywide, for DuPage County departments and elected officials; and

WHEREAS, the majority of canceled FY 2022, FY 2023, and FY 2024 vehicle replacements have been ordered and/or received; and

WHEREAS, global supply chains and production capacities continue to impact vehicle availability and delivery schedules; and

WHEREAS, given the success of the advance purchases of FY 2023 and FY 2024 vehicle replacements, it is in the best interest of DuPage County to continue to make advance procurements of FY 2025 and FY 2026

vehicle replacements, as included on the attached Exhibit A; and

WHEREAS, vehicles critical to DuPage County's operational needs sometimes must be removed from service and replaced due to unforeseen accidents, costly repairs and/or safety concerns; at this time, DOT estimates that for FY 2025 and FY 2026, up to a total of ten (10) additional vehicle replacements may fall into this category and are included on Exhibit A to be procured on an as needed basis consistent with the County's Vehicle Replacement Policy; and

WHEREAS, the total cost of vehicles included on Exhibit A is \$4,225,000 which includes \$3,105,000 for general fund departments and elected officials and \$1,120,000 for special fund departments; and

WHEREAS, the General Fund-Vehicle Replacement Fund has a balance of approximately \$3.8 Million.

NOW, THEREFORE, BE IT RESOLVED, by the DuPage County Board that resolution DT-R-0306B-22 is hereby amended to authorize the DOT to purchase directly, or as part of a purchasing cooperative, FY 2025 and FY 2026 vehicles at fair market value, consistent with: 55 ILCS 5/5-1022(c), the County's Vehicle Replacement Policy, and Section 2-355 of the DuPage County Procurement Ordinance.

Enacted and approved this 12th day of December, 2023 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK

**FY 2025 Vehicle Replacements**

Unit #	Department	Rpl Yr	Year	Make	Model	Notes	Proposed Model	Estimated Cost
AC-1	Animal Services	FY2025	2011	Ford	E-150 Cargo		Transit Van - AWD	\$ 70,000.00
AC-2	Animal Services	FY2025	2011	Ford	E-150 Cargo		Transit Van - AWD	\$ 70,000.00

Unit #	Department	Rpl Yr	Year	Make	Model	Notes	Proposed Model	Estimated Cost
BZ-10	Building Zoning	FY2025	2013	Ford	Escape SE 4wd		Escape or Bronco	\$ 40,000.00
BZ-19	Building Zoning	FY2025	2013	Ford	Escape SE 4wd		Escape or Bronco	\$ 40,000.00
BZ-7	Building Zoning	FY2025	2013	Ford	Escape SE 4wd		Escape or Bronco	\$ 40,000.00

Unit #	Department	Rpl Yr	Year	Make	Model	Notes	Proposed Model	Estimated Cost
CS-5	Campus Security	FY2025	2013	Ford	Interceptor		Interceptor	\$ 60,000.00

Unit #	Department	Rpl Yr	Year	Make	Model	Notes	Proposed Model	Estimated Cost
CH-12	Care Center	FY2025	2011	Ford	F-550	Care Center proposing a fundraiser to pay for replacement vehicle.	Large Bus	\$ 250,000.00

Unit #	Department	Rpl Yr	Year	Make	Model	Notes	Proposed Model	Estimated Cost
H-3	DOT-Admin	FY2025	2013	Ford	Escape SE AWD		Escape or Bronco	\$ 40,000.00
H-4	DOT-Admin	FY2025	2013	Ford	Escape SE AWD		Escape or Bronco	\$ 40,000.00
H-112	DOT-Fleet	FY2025	2007	Chevrolet	C1500		F150 4x4	\$ 60,000.00
H-107	DOT-Fleet	FY2025	2001	Ford	F-250		F-350 4x4	\$ 80,000.00

Unit #	Department	Rpl Yr	Year	Make	Model	Notes	Proposed Model	Estimated Cost
EM-3	Emergency Management	FY2025	2013	Ford	Explorer		Interceptor with interior package	\$ 65,000.00
EM-4	Emergency Management	FY2025	2013	Ford	Explorer		Interceptor	\$ 60,000.00

Unit #	Department	Rpl Yr	Year	Make	Model	Notes	Proposed Model	Estimated Cost
FM-3	Facilities Management	FY2025	2013	Ford	E-150		Transit Van	\$ 60,000.00
FM-4	Facilities Management	FY2025	2013	Ford	F-150 Supercab		F-150 Supercab	\$ 50,000.00
FM-53	Facilities Management	FY2025	2013	Ford	F-150 Reg Cab		F-150	\$ 45,000.00

Unit #	Department	Rpl Yr	Year	Make	Model	Notes	Proposed Model	Estimated Cost
PR-3	Probation	FY2025	2013	Chevrolet	Impala		Escape or Bronco	\$ 40,000.00
PR-4	Probation	FY2025	2013	Chevrolet	Impala		Escape or Bronco	\$ 40,000.00

Unit #	Department	Rpl Yr	Year	Make	Model	Notes	Proposed Model	Estimated Cost
PS-2	Probation Services	FY2025	2010	Chevrolet	Impala		Escape or Bronco	\$ 40,000.00
PS-7	Probation Services	FY2025	2009	Chevrolet	Impala		Escape or Bronco	\$ 40,000.00

Unit #	Department	Rpl Yr	Year	Make	Model	Notes	Proposed Model	Estimated Cost
PD-1	Public Defender	FY2025	2010	Ford	Fusion		Escape or Bronco	\$ 40,000.00

Unit #	Department	Rpl Yr	Year	Make	Model	Notes	Proposed Model	Estimated Cost
S-433	Sheriffs Office	FY2025	2012	Ford	Explorer		Black Detective	\$ 60,000.00
S-143	Sheriffs Office	FY2025	2017	Ford	Transit 350		Transit Van	\$ 70,000.00
S-118	Sheriffs Office	FY2025	2017	Ford	Transit 350		Transit Van	\$ 70,000.00
S-91	Sheriffs Office	FY2025	2015	Ford	Interceptor		Interceptor	\$ 60,000.00
S-43	Sheriffs Office	FY2025	2015	Ford	Interceptor		Interceptor	\$ 60,000.00
S-35	Sheriffs Office	FY2025	2013	Ford	Interceptor		Interceptor	\$ 60,000.00
S-13	Sheriffs Office	FY2025	2013	Ford	Interceptor		Interceptor	\$ 60,000.00
S-306	Sheriffs Office	FY2025	2012	Chevrolet	Traverse		Black Detective	\$ 60,000.00

Unit #	Department	Rpl Yr	Year	Make	Model	Notes	Proposed Model	Estimated Cost
SWM-25	Stormwater	FY2025	2010	Ford	Escape		Escape or Bronco	\$ 40,000.00
SWM-20	Stormwater	FY2025	2010	Ford	Escape		Escape or Bronco	\$ 40,000.00

Unit #	Department	Rpl Yr	Year	Make	Model	Notes	Proposed Model	Estimated Cost
YH-1	Youth Home	FY2025	2012	Ford	E-350 15-Passenger		Transit Van	\$ 70,000.00
YH-2	Youth Home	FY2025	2012	Chevrolet	Impala		Interceptor	\$ 60,000.00

Unit #	Department	Rpl Yr	Year	Make	Model	Notes	Proposed Model	Estimated Cost
TBD	TBD	FY2025					Interceptor	\$ 60,000.00
TBD	TBD	FY2025					Interceptor	\$ 60,000.00
TBD	TBD	FY2025					Transit Van	\$ 70,000.00
TBD	TBD	FY2025					Escape or Bronco	\$ 40,000.00
TBD	TBD	FY2025					Escape or Bronco	\$ 40,000.00

Total Vehicles	38						Total	\$ 2,250,000.00
XXXXX		GRF/Veh Repl Fund					GRF/Veh Repl Fund	\$ 1,310,000.00
XXXXX		Special Fund					Special Fund	\$ 940,000.00



**FY 2026 Vehicle Replacements**

Unit #	Department	Rpl Yr	Year	Make	Model	Notes	Proposed Model	Estimated Cost
BZ-2	Building Zoning	FY2026	2014	Ford	Escape		Escape or Bronco	\$ 45,000.00
BZ-4	Building Zoning	FY2026	2014	Ford	Escape		Escape or Bronco	\$ 45,000.00

Unit #	Department	Rpl Yr	Year	Make	Model	Notes	Proposed Model	Estimated Cost
H-15	DOT-Admin	FY2026	2014	Ford	F-150 4x4		F-150	\$ 65,000.00

Unit #	Department	Rpl Yr	Year	Make	Model	Notes	Proposed Model	Estimated Cost
EC-2	Election Comm	FY2023	2005	Chevrolet	2500 Express		Transit van	\$ 65,000.00

Unit #	Department	Rpl Yr	Year	Make	Model	Notes	Proposed Model	Estimated Cost
FM-49	Facilities Management	FY2026	2009	Ford	E-150		Transit van	\$ 65,000.00
FM-8	Facilities Management	FY2026	2010	Ford	E-150 Econoline		Transit van	\$ 65,000.00

Unit #	Department	Rpl Yr	Year	Make	Model	Notes	Proposed Model	Estimated Cost
PS-5	Probation Services	FY2026	2010	Chevrolet	Impala		Escape or Bronco	\$ 45,000.00
PS-6	Probation Services	FY2026	2010	Chevrolet	Impala		Escape or Bronco	\$ 45,000.00

Unit #	Department	Rpl Yr	Year	Make	Model	Notes	Proposed Model	Estimated Cost
PD-3	Public Defender	FY2026	2012	Ford	Focus S		Escape or Bronco	\$ 45,000.00

Unit #	Department	Rpl Yr	Year	Make	Model	Notes	Proposed Model	Estimated Cost
S-100	Sheriffs Office	FY2026	2015	Ford	Interceptor		Interceptor	\$ 65,000.00
S-110	Sheriffs Office	FY2026	2016	Ford	Interceptor		Interceptor	\$ 65,000.00
S-15	Sheriffs Office	FY2026	2019	Ford	Transit 350		Transit Van	\$ 75,000.00
S-122	Sheriffs Office	FY2026	2019	Ford	Transit 350		Transit Van	\$ 75,000.00
S-312	Sheriffs Office	FY2026	2017	Ford	Explorer		Detective Interceptor	\$ 65,000.00
S-330	Sheriffs Office	FY2026	2016	Ford	Interceptor		K-9 Interceptor	\$ 65,000.00
S-39	Sheriffs Office	FY2026	2015	Ford	Interceptor		Interceptor	\$ 65,000.00
S-51	Sheriffs Office	FY2026	2016	Ford	Interceptor		Interceptor	\$ 65,000.00
S-54	Sheriffs Office	FY2026	2014	Ford	Interceptor		Interceptor	\$ 65,000.00
S-61	Sheriffs Office	FY2026	2014	Ford	Interceptor		Interceptor	\$ 65,000.00
S-66	Sheriffs Office	FY2026	2014	Ford	Interceptor		Interceptor	\$ 65,000.00
S-67	Sheriffs Office	FY2026	2014	Ford	Interceptor		Interceptor	\$ 65,000.00
S-82	Sheriffs Office	FY2026	2015	Ford	Interceptor		Interceptor	\$ 65,000.00
S-83	Sheriffs Office	FY2026	2015	Ford	Interceptor		Interceptor	\$ 65,000.00

Unit #	Department	Rpl Yr	Year	Make	Model	Notes	Proposed Model	Estimated Cost
SA-502	State's Attorney	FY2026	2014	Ford	Fusion S		Escape or Bronco	\$ 45,000.00
SA-503	State's Attorney	FY2026	2014	Chevrolet	Impala LT		Escape or Bronco	\$ 45,000.00

Unit #	Department	Rpl Yr	Year	Make	Model	Notes	Proposed Model	Estimated Cost
SACC-507	SA Children's Center	FY2026	2014	Ford	Fusion S		Escape or Bronco	\$ 45,000.00
SACC-520	SA Children's Center	FY2026	2014	Ford	Fusion S		Escape or Bronco	\$ 45,000.00

Unit #	Department	Rpl Yr	Year	Make	Model	Notes	Proposed Model	Estimated Cost
SWM-4	Stormwater	FY2026	2011	Ford	Escape		Escape or Bronco	\$ 45,000.00
SWM-3	Stormwater	FY2026	2008	Ford	Explorer		Escape or Bronco	\$ 45,000.00

Unit #	Department	Rpl Yr	Year	Make	Model	Notes	Proposed Model	Estimated Cost
TBD	TBD	FY2026					Interceptor	\$ 65,000.00
TBD	TBD	FY2026					Interceptor	\$ 65,000.00
TBD	TBD	FY2026					Transit Van	\$ 70,000.00
TBD	TBD	FY2026					Escape or Bronco	\$ 45,000.00
TBD	TBD	FY2026					Escape or Bronco	\$ 45,000.00

Total Vehicles	33						Total	\$ 1,975,000.00
XXXXX	GRF/Veh Repl Fund						GRF/Veh Repl Fund	\$ 1,795,000.00
XXXXX	Special Fund						Special Fund	\$ 180,000.00



Procurement Review Comprehensive Checklist  
 Procurement Services Division  
 This form must accompany all Purchase Order Requisitions

<b>SECTION 1: DESCRIPTION</b>			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$106,849.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: Informational	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$106,849.00
	CURRENT TERM TOTAL COST: \$106,849.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Haggerty Ford, Inc.	VENDOR #: 12084	DEPT: Stormwater Management	DEPT CONTACT NAME: Sarah Hunn
VENDOR CONTACT: Lou Tornabeni	VENDOR CONTACT PHONE: 630-231-3200	DEPT CONTACT PHONE #: 630-407-6676	DEPT CONTACT EMAIL: sarah.hunn@dupagecounty.gov
VENDOR CONTACT EMAIL: lou@haggertyautogroup.com	VENDOR WEBSITE:	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). The DuPage County vehicle replacement policy requires that a vehicle be in service a minimum of 12 years or have a minimum of 150,000 miles, and/or must be assessed by a mechanic prior to being considered for replacement.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Each year as part of the budget process, the Division of Transportation will assess and recommend vehicles to be replaced for the upcoming fiscal year. Due to supply chain and reduced inventory, the County Board authorized the Division of Transportation to move forward with FY2023 through FY2026 vehicle replacement recommendations as soon as contract orders open. DOT is purchasing comparable priced vehicles off dealers lot.			

<b>SECTION 2: DECISION MEMO REQUIREMENTS</b>	
DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
OTHER THAN LOWEST BID	

<b>SECTION 3: DECISION MEMO</b>	
SOURCE SELECTION	Describe method used to select source. The Division of Transportation chose Haggerty Ford, Inc. in accordance with the DuPage County Procurement Ordinance - Section 2-355 - Circumstances not suitable for bid (extreme supply chain interruption) and DT-R-0306C-22. Available cooperatives are no longer accepting new vehicle orders. Haggerty Ford, Inc. has the vehicles available for immediate pick up and competitively priced.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1. Award a contract to Haggerty Ford, Inc. This is the recommended option as Haggerty Ford, Inc. has provided pricing competitive to closed cooperatives and other area dealers.

### SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
<b>MARKET TESTING</b>	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
<b>AVAILABILITY</b>	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

### SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Haggerty Ford, Inc.	Vendor#: 12084	Dept: Division of Transportation	Division: DOT Finance
Attn:	Email:	Attn:	Email: DOTFinance@dupagecounty.gov
Address: 330 East Roosevelt Road	City: West Chicago	Address: 421 N County Farm Road	City: Wheaton
State: IL	Zip: 60185	State: IL	Zip: 60187
Phone: 630-231-3200	Fax:	Phone: 630-407-6900	Fax: 630-407-6901
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: same	Vendor#:	Dept:	Division:
Attn:	Email:	Attn:	Email:
Address: ACH	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jul 2, 2024	Contract End Date (PO25): Nov 30, 2024

**Purchase Requisition Line Details**


LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		SWM Ford Bronco Sports	FY24	1600	3000	54120		42,839.00	42,839.00
2	2	EA		SWM Ford Bronco Sports	FY24	1600	3000	54120		32,005.00	64,010.00
<b><i>FY is required, ensure the correct FY is selected.</i></b>										Requisition Total	\$ 106,849.00

<b>Comments</b>	
HEADER COMMENTS	Provide comments for P020 and P025. (3) Ford Bronco Sports for DuPage County Stormwater Management.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Vehicle Replacement Schedule (2) FY2025 - Bronco (1) FY2026 - Bronco
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Send copy of PO via email to DOTFinance@dupagecounty.gov, william.bell@dupagecounty.gov, and sarah.hunn@dupagecounty.gov
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.




**ILLINOIS SECRETARY OF STATE—APPLICATION FOR VEHICLE TRANSACTION(S)**

Application cannot be accepted with alterations (changes) or whole-out

<b>1. Type of transaction(s):</b> <input type="checkbox"/> Title and Transfer <input checked="" type="checkbox"/> Title and Registration <input type="checkbox"/> Title Only <input type="checkbox"/> Duplicate Title <input type="checkbox"/> Corrected Title <input type="checkbox"/> Salvage Certificate <input type="checkbox"/> Junking Certificate <input type="checkbox"/> Plates Only <input type="checkbox"/> Sticker Only <input type="checkbox"/> Transfer Only <input type="checkbox"/> Corrected ID Card <input type="checkbox"/> Duplicate ID Card <input type="checkbox"/> Set of Plates Replacement <input type="checkbox"/> Sticker Replacement <input type="checkbox"/> Reclass of License Plates <input type="checkbox"/> Resale of License Plates <input type="checkbox"/> Other:	<b>2. Current Plate Number</b> _____	<b>SIGNATURE ONLY DOCUMENT</b>
	<b>3. Plate Type Requested</b> MUNICIPAL	
	<b>4. Exp. Month</b> _____ <b>Year</b> _____	
	<b>5. OWNER INFORMATION</b>	
<b>6. Residence/Business Street Address</b> DUPAGE COUNTY 421 N COUNTY FARM ROAD WHEATON IL 60187		
 8807147900		
<b>7. VEHICLE INFORMATION</b>		
<b>8. Purchase Date</b> 07/03/2024 Month Day Year New <input checked="" type="checkbox"/> Used <input type="checkbox"/>		
<b>9. Current Odometer Reading (No Tenths)</b> 135 <input checked="" type="checkbox"/> Actual <input type="checkbox"/> Not Actual <input type="checkbox"/> In Excess of Mechanical Limits <input type="checkbox"/> 2010 model year or older (mileage not required)		
<b>10. Surrender Title Number and State</b> MCO State: _____		
<b>11. File Number</b> _____ <b>12. Link Number</b> _____		
<b>13. MAIL TITLE TO (IF DIFFERENT THAN ABOVE)</b> Name _____ Street Address _____ City _____ State _____ ZIP _____		<b>14. VEHICLE INSURANCE INFORMATION (TRAILERS EXEMPT)</b> Insurance Company Name (Do not list agent) _____ Policy Number _____ Expiration Date _____
<b>15. FIRST LIENHOLDER</b> Name _____ Street Address _____ City _____ State _____ ZIP _____		<b>16. SECOND LIENHOLDER</b> Name _____ Street Address _____ City _____ State _____ ZIP _____
<b>17. TRANSFER INFORMATION</b> Year _____ Make/Model _____ VIN _____		<b>18. SELLER'S INFORMATION (INDIVIDUAL OR DEALERSHIP)</b> Name Dealer # _____ Haggerty Ford Inc DL360 Street Address _____ 330 E ROOSEVELT RD City _____ State _____ ZIP _____ WEST CHICAGO IL 60185
<b>19. BENEFICIARY</b> Name _____ Street Address _____ City _____ State/Country _____ ZIP _____		<b>20. REASON FOR REPLACEMENT PLATES/STICKER</b> <input type="checkbox"/> Lost <input type="checkbox"/> Stolen <input type="checkbox"/> Destroyed <input type="checkbox"/> Requesting a Different Number <input type="checkbox"/> Reissuing
<b>21. REASON(S) FOR CORRECTED OR DUPLICATE TITLE</b> State all reasons for corrections or duplication		<b>24. AUDITOR'S USE ONLY</b> TRP NUMBER 615AB298 Tax Form Number 977904101 \$ 173.00 Circle Quarter: 1st 2nd 3rd 4th
<b>22. Daytime Phone Number (optional)</b> _____		_____ _____ _____
<b>23. Signature(s)</b> 1. _____ 2. _____		
Your signature on the application authorizes the Secretary of State to lower the amount of your check if the fee submitted is greater than the fee required for mail-in transactions. I/We hereby affirm that the information is true and correct and, when applicable, will abide by the Mandatory Insurance Law requiring liability insurance throughout the registration period. If applying for a title for a motor vehicle model year 2011 or newer, I/We also acknowledge awareness of the odometer certification made by the seller.		
OFFICE USE ONLY Verified by CRT <input type="checkbox"/> I.D. <input type="checkbox"/> REMITTER/DRIVER SERVICES FACILITY STAMP: 8807147900 <b>CUSTOMER RECEIPT</b> Date: _____ Control # _____		

ILLINOIS SECRETARY OF STATE—APPLICATION FOR VEHICLE TRANSACTION(S)

Application cannot be accepted with alterations (changes) or white-out.

<b>1. Type of transaction(s):</b> <input type="checkbox"/> Title and Transfer <input checked="" type="checkbox"/> Title and Registration <input type="checkbox"/> Title Only <input type="checkbox"/> Duplicate Title <input type="checkbox"/> Corrected Title <input type="checkbox"/> Salvage Certificate <input type="checkbox"/> Junking Certificate <input type="checkbox"/> Plates Only <input type="checkbox"/> Sticker Only <input type="checkbox"/> Transfer Only <input type="checkbox"/> Corrected ID Card <input type="checkbox"/> Duplicate ID Card <input type="checkbox"/> Set of Plates Replacement <input type="checkbox"/> Sticker Replacement <input type="checkbox"/> Reclass of License Plates <input type="checkbox"/> Resale of License Plates <input type="checkbox"/> Other:	<b>2. Current Plate Number</b> _____	<b>SIGNATURE ONLY DOCUMENT</b>
	<b>3. Plate Type Requested</b> MUNICIPAL	
	<b>4. Exp. Month</b> _____ <b>Year</b> _____	
	<b>5. OWNER INFORMATION</b>	
First Name: <b>DUPAGE COUNTY</b> Last Name: _____ Middle Name: _____		
Residence/Business Street Address: <b>421 N COUNTY FARM ROAD</b>		
City: <b>WHEATON</b> STATE: <b>IL</b> ZIP: <b>60187</b>		
 <b>8807147900</b>		
<b>7. VEHICLE INFORMATION</b>		
8. Purchase Date: <b>07/03/2024</b> (Month/Day/Year)		
New <input checked="" type="checkbox"/> Used <input type="checkbox"/>		
Vehicle Identification Number (VIN): <b>1FMSK8DH6RGA69373</b>		
Year: <b>2024</b> Make: <b>FORD</b> Model: <b>EXPLORER</b> Body Style: <b>UT</b> Color: <b>WHI/WHI</b>		
9. Current Odometer Reading (No Tenths): <b>135</b>		
Actual <input checked="" type="checkbox"/> Not Actual <input type="checkbox"/>		
10. Surrender Title Number and State: <b>MCO</b> State: _____		
<b>13. MAIL TITLE TO (IF DIFFERENT THAN ABOVE)</b>		<b>14. VEHICLE INSURANCE INFORMATION (TRAILERS EXEMPT)</b>
Name: _____		Insurance Company Name: _____
Street Address: _____		Policy Number: _____
City: _____ State: _____ ZIP: _____		Expiration Date: _____
<b>15. FIRST LIENHOLDER</b>		<b>16. SECOND LIENHOLDER</b>
Name: _____		Name: _____
Street Address: _____		Street Address: _____
City: _____ State: _____ ZIP: _____		City: _____ State: _____ ZIP: _____
<b>17. TRANSFER INFORMATION</b>		<b>18. SELLER'S INFORMATION (INDIVIDUAL OR DEALERSHIP)</b>
Year: _____ Make/Model: _____		Name: <b>Haggerty Ford Inc</b> Dealer #: <b>DL360</b>
VIN: _____		Street Address: <b>330 E ROOSEVELT RD</b>
City: _____ State: _____ ZIP: _____		City: <b>WEST CHICAGO</b> State: <b>IL</b> ZIP: <b>60185</b>
<b>19. BENEFICIARY</b>		<b>20. REASON FOR REPLACEMENT PLATES/STICKER</b>
Name: _____		<input type="checkbox"/> Lost <input type="checkbox"/> Stolen <input type="checkbox"/> Destroyed <input type="checkbox"/> Requesting a Different Number <input type="checkbox"/> Rescoring
Street Address: _____		<b>24. AUDITOR'S USE ONLY</b>
City: _____ State/Country: _____ ZIP: _____		
<b>21. REASON(S) FOR CORRECTED OR DUPLICATE TITLE</b> State all reasons for corrections or duplication		
22. Daytime Phone Number (optional): _____		
23. Signature(s): _____ 1. _____ 2. _____		TRP NUMBER: <b>615AB298</b> Tax Form Number: <b>977904101</b> \$ <b>173.00</b> Circle Quarters: 1st 2nd 3rd 4th
Your signature on the application authorizes the Secretary of State to lower the amount of your check if the fee submitted is greater than the fee required for mail-in transactions. I/We hereby affirm that the information is true and correct and, when applicable, will abide by the Mandatory Insurance Law requiring liability insurance throughout the registration period. If applying for a title for a motor vehicle model year 2011 or newer, I/We also acknowledge awareness of the odometer certification made by the seller.		
OFFICE USE ONLY      Verified by CRT <input type="checkbox"/> I.D. <input type="checkbox"/> REMITTER/DRIVER SERVICES FACILITY STAMP		
<b>8807147900</b>		
<b>CUSTOMER RECEIPT</b>		
Date: _____		
Control # _____		



Illinois Department of Revenue

# ST-556 Sales Tax Transaction Return

(For Vehicles, Watercraft, Aircraft, Trailers, and Mobile Homes)

Tax return no.: **977904101**  
Account ID: **3598-2926**  
Taxable location no.: **022-0024-4 001**  
Taxable location name: **WEST CHICAGO**  
Dealer's license no.: **DL360**  
Rev: **05**  
Form: **016**

Do not write above this line.

NS CA ED RC TL

Taxpayer Name: **Haggerty Ford Inc**  
Taxpayer DBA:  
Taxpayer address: **330 E Roosevelt Rd**  
City, State, ZIP: **West Chicago, IL 60185**  
Taxpayer phone number:

### 1 Write the buyer's name and address

Name(s) DUPAGE COUNTY

Street 421 N COUNTY FARM ROAD City WHEATON State IL ZIP 60187

### 2 Describe the item sold

- A Vehicle       B Watercraft       C Aircraft
- D Trailer       E Mobile Home       F \_\_\_\_\_

New       Used

Identification no. 1FMSK8DH6RGA69373

Year 2024 Make FORD

Body style and model UT Explorer

### 3 Write the date of delivery 07/03/2024

(This return is due no later than 20 days after the date of delivery.)

### 4 Describe the trade-in, if any

Item traded in \_\_\_\_\_

Identification no. \_\_\_\_\_

Year \_\_\_\_\_ Make \_\_\_\_\_

Body style and model \_\_\_\_\_

### 5 Exempt or sale to a nonresident

If so, check the correct box below, and see instructions for Section 6.

- A Nonresident buyer (NOT an out-of-state dealer) See instructions. drive-away permit no./lic. plate no. \_\_\_\_\_ state \_\_\_\_\_
- B Sold for resale to a DEALER \_\_\_\_\_ (Write either the Illinois dealer's Account ID or "Out-of-state dealer")
- C Exempt organization (government, school, religious, or charitable) tax-exempt no. E-99974551
- D Sold to an interstate carrier for hire for use as rolling stock Certificate of authority no. \_\_\_\_\_
- E Sold for rental use buyer's account ID no. \_\_\_\_\_
- F Other (describe) \_\_\_\_\_

### 6 Write the price, and figure the tax (Round to nearest dollar)

You must complete Lines 1 and 2 even if no tax is due.

1 Total price (include accessories, federal excise taxes, freight and labor, dealer preparation, documentary fees, and dealer-reimbursed rebates or incentives) . . . . .	<u>\$42,401.00</u>
2 Total trade-in credit or value . . . . .	<u>\$0.00</u>
3 Amount subject to tax [Line 1 - Line 2] . . . . .	<u>\$42,401.00</u>
4 Tax [Line 3 X 0 ] (if you made this sale from a temporary sales location, see the instructions.) . . . . .	<u>\$0.00</u>
5 Use tax for certain districts - (see instructions) Do not report home rule use tax below.	
a. County _____	
b. City _____	
c. Township _____	
6 Total tax [Line 4 + Line 5] . . . . .	<u>\$0.00</u>

ATTACH PAYMENT HERE

Under penalties of perjury, we state that we have examined this return, including any schedules and statements, and to the best of our knowledge, it is true, correct, and complete. If the seller has taken a qualified trade-in, we also state that the buyer has properly assigned and surrendered the title of the trade-in to the seller.

Signature of buyer(s) \_\_\_\_\_ Date 07/03/2024

Signature of seller \_\_\_\_\_ Date 07/03/2024

This form is authorized as outlined by the Illinois tax laws and the Illinois Vehicle Code. Disclosure of this information is REQUIRED. Failure to provide information could result in penalties. This form has been approved by the Forms Management Center. IL-492-1556

Do not write below this line.

Date received by Illinois state government

Copy 2 - Sellers  
Signature Only Document



Customer's Name: DUPAGE COUNTY Deal/Stock No.: F24234

### ODOMETER DISCLOSURE STATEMENT

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, HAGGERTY FORD, INC. (transferor's name, Print) state that the odometer now reads 135 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

(1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

(2) I hereby certify that the odometer reading is **NOT** the actual mileage.  
**WARNING - ODOMETER DISCREPANCY.**

MAKE <b>FORD</b>	MODEL <b>EXPLORER</b>	BODY TYPE <b>UT</b>
VEHICLE IDENTIFICATION NUMBER <b>1FMSK8DH6RGA69373</b>		YEAR <b>2024</b>

[REDACTED]  
TRANSFEROR'S SIGNATURE

HAGGERTY FORD, INC.  
PRINTED NAME

330 EAST ROOSEVELT RD  
TRANSFEROR'S ADDRESS (STREET)

WEST CHICAGO IL 60185  
CITY STATE ZIP CODE

DATE OF STATEMENT  
 [REDACTED]  
TRANSFeree'S SIGNATURE

DUPAGE COUNTY  
PRINTED NAME

DUPAGE COUNTY  
TRANSFeree'S NAME

421 COUNTY FARM RD  
TRANSFeree'S ADDRESS (STREET)

WHEATON IL 60187  
CITY STATE ZIP CODE



# ARBITRATION AGREEMENT

In this Agreement, the term "you" refers to the Customer(s) signing below. The terms "we" and "us" or "Dealer" refer to Haggerty. This Agreement is part of your purchase Order for the Vehicle, is a material inducement for us to sell you the Vehicle, and shall survive the termination, expiration, or rescission of the Order and/or bill of sale, or any retail installment contract executed at the time you purchased the Vehicle.

You and we agree that if any Dispute arises, whether or not we have accepted the Order or completed the sale of the Vehicle, either you or we may demand in writing that the Dispute be arbitrated, in which case you and we agree that you and we will immediately stay any court proceedings and the plaintiff will submit the Dispute to binding arbitration by a single arbitrator under the "Supplementary Procedures for Consumer-Related Disputes" of the American Arbitration Association then in effect, in Chicago, Illinois. More information about the AAA can be found at [www.adr.org](http://www.adr.org). We believe arbitration is an impartial means of resolving disputes that is usually faster and less expensive than going to court. If for any reason the AAA cannot hear the dispute, you and we agree to proceed before any mutually-agreed arbitrator or, if unable to agree, before an arbitrator appointed by the Circuit Court of Cook County, Illinois. Each party shall be entitled to one substitution of arbitrator, without cause, as a matter of right. For any Dispute (or part of a Dispute) that is not subject to arbitration, you and we AGREE THAT ANY CLAIM SHALL BE BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, THEREBY WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION relating in any way to a Dispute, WAIVE ANY RIGHT YOU OR WE MAY HAVE TO A TRIAL BY JURY and agree to have such matter tried by a court without a jury. You and/or we will continue to have the following rights: 1) right to file for bankruptcy in court; 2) right to enforce or dispute the security interest in the Vehicle, whether by repossession or through a court of law; 3) right to take legal action to enforce the arbitrator's decision; and 4) right to request that a court of law review whether the arbitrator exceeded its authority.

A "Dispute" is any controversy or claim that relates in any way to the Vehicle, including, but not limited to, claims relating to the negotiation or breach of the Order and/or bill of sale for the Vehicle; the application for, negotiation of, and financing for the Vehicle (whether or not you complete the purchase of the Vehicle or obtain financing from any particular lender); any dispute relating to any service contract, extended warranty, or other product purchased by you or provided to you at the time you purchased the Vehicle or within 30 days thereafter, and any question regarding whether a matter is subject to arbitration under these provisions.

The arbitrator's award shall be final and binding on all parties to the arbitration. Either party may enter judgment on the award in any court. If either you or we are required to enforce this Agreement in court, the prevailing party in such proceeding shall be entitled to its attorneys' fees and costs incurred in doing so. Nothing in this Agreement shall give the arbitrator any authority, power, or right to alter, change, amend, modify, add to, or subtract from the provisions of the documents executed at the time of the purchase of the Vehicle.

The parties agree that this Agreement shall be governed by the Federal Arbitration Act, 9 U.S.C. §1 *et seq.* The parties further agree that if any provisions of this Agreement are found to be invalid, the remainder of this Agreement will remain in full force and effect, and agree that this Agreement shall be binding upon the parties hereto and their respective heirs, executors, representatives, employees, affiliates, successors, and assigns, and is for the benefit of such parties and any third parties involved in the transaction (such as co-signers or service contract providers).

BY SIGNING BELOW YOU ACKNOWLEDGE THAT YOU HAVE READ THIS ARBITRATION AGREEMENT AND THAT YOU AGREE TO ITS TERMS AND CONDITIONS.

  
\_\_\_\_\_  
Customer

  
\_\_\_\_\_  
Dealer Representative

N/A  
\_\_\_\_\_  
Customer

07/03/2024  
\_\_\_\_\_  
Date



ILLINOIS SECRETARY OF STATE—APPLICATION FOR VEHICLE TRANSACTION(S)

Application cannot be accepted with alterations (changes) of white-out

<b>1. Type of transaction(s):</b> <input type="checkbox"/> Title and Transfer <input checked="" type="checkbox"/> Title and Registration <input type="checkbox"/> Title Only <input type="checkbox"/> Duplicate Title <input type="checkbox"/> Corrected Title <input type="checkbox"/> Salvage Certificate <input type="checkbox"/> Junking Certificate <input type="checkbox"/> Plates Only <input type="checkbox"/> Sticker Only <input type="checkbox"/> Transfer Only <input type="checkbox"/> Corrected ID Card <input type="checkbox"/> Duplicate ID Card <input type="checkbox"/> Set of Plates Replacement <input type="checkbox"/> Sticker Replacement <input type="checkbox"/> Reclass of License Plates <input type="checkbox"/> Resale of License Plates <input type="checkbox"/> Other:	<b>2. Current Plate Number:</b> _____	<b>SIGNATURE ONLY DOCUMENT</b>
	<b>3. Plate Type Requested:</b> MUNICIPAL	
	<b>4. Exp. Month:</b> _____ <b>Year:</b> _____	
	<b>5. OWNER INFORMATION</b>	
<b>6. Purchase Date:</b> <input type="checkbox"/> New <input checked="" type="checkbox"/> Used 07/03/2024 Month Day Year		
<b>7. VEHICLE INFORMATION</b> Vehicle Identification Number (VIN): 3FMCR9B66RRE99467 VIN Second Stage Info: _____ Year: 2024 Make: FORD Model: BRONCO SPORT Body Style: UT Color: WHI/WHI Rebuilt <input type="checkbox"/> Flood <input type="checkbox"/> Other Brand Title <input type="checkbox"/> MCY/C C <input type="checkbox"/> Mobile Home Sq. Ft. _____ Rental <input type="checkbox"/> Lease <input type="checkbox"/> Check if G.V.W.R. Over 10,000 lbs. (odometer reading not required) Yes <input type="checkbox"/> Gross Weight (RV, RT, TRK, _____ For Hire <input type="checkbox"/> # of Axles 2 (odometer reading not required)		
<b>8. Current Odometer Reading (No Tenths):</b> 40 <input checked="" type="checkbox"/> Actual <input type="checkbox"/> Not Actual <input type="checkbox"/> In Excess of Mechanical Limits <input type="checkbox"/> 2010 model year or older (mileage not required)		
<b>9. Surrender Title Number and State:</b> MCO State: _____ <b>10. MAIL TITLE TO (IF DIFFERENT THAN ABOVE):</b> _____ <b>11. File Number:</b> _____ <b>12. Unit Number:</b> _____		
<b>13. MAIL TITLE TO (IF DIFFERENT THAN ABOVE)</b> Name: _____ Street Address: _____ City: _____ State: _____ ZIP: _____		<b>14. VEHICLE INSURANCE INFORMATION (TRAILERS EXEMPT)</b> Insurance Company Name (Do not list agent): _____ Policy Number: _____ Expiration Date: _____
<b>15. FIRST LIENHOLDER</b> Name: _____ Street Address: _____ City: _____ State: _____ ZIP: _____		<b>16. SECOND LIENHOLDER</b> Name: _____ Street Address: _____ City: _____ State: _____ ZIP: _____
<b>17. TRANSFER INFORMATION</b> Year: _____ Make/Model: _____ VIN: _____		<b>18. SELLER'S INFORMATION (INDIVIDUAL OR DEALERSHIP)</b> Name: Haggerty Ford Inc Dealer #: DL360 Street Address: 330 E ROOSEVELT RD City: WEST CHICAGO State: IL ZIP: 60185
<b>19. BENEFICIARY</b> Name: _____ Street Address: _____ City: _____ State/Country: _____ ZIP: _____		<b>20. REASON FOR REPLACEMENT PLATES/STICKER</b> <input type="checkbox"/> Lost <input type="checkbox"/> Stolen <input type="checkbox"/> Destroyed <input type="checkbox"/> Requesting a Different Number <input type="checkbox"/> Restoring
<b>21. REASON(S) FOR CORRECTED OR DUPLICATE TITLE</b> State all reasons for corrections or duplication.		<b>24. AUDITOR'S USE ONLY</b> TRP NUMBER: 615AB299 Tax Form Number: 977904309 \$ 173.00 Circle Quarter: 1st 2nd 3rd 4th
<b>22. Daytime Phone Number (optional):</b> _____		
<b>23. Signature(s)</b> 1. _____ 2. _____		
Your signature on the application authorizes the Secretary of State to lower the amount of your check if the fee submitted is greater than the fee required for mail-in transactions. I/We hereby affirm that the information is true and correct and, when applicable, will abide by the Mandatory Insurance Law requiring liability insurance throughout the registration period. If applying for a title for a motor vehicle model year 2011 or newer, I/We also acknowledge awareness of the odometer certification made by the seller.		
OFFICE USE ONLY      Verified by CRT <input type="checkbox"/> I.D. <input type="checkbox"/> REMITTER/DRIVER SERVICES FACILITY STAMP:		
8807148099 <b>CUSTOMER RECEIPT</b> Date: _____ Control # _____		

ILLINOIS SECRETARY OF STATE—APPLICATION FOR VEHICLE TRANSACTION(S)

Application cannot be accepted with alterations (changes) or white-out.

<b>Type of transaction(s):</b> <input type="checkbox"/> Title and Transfer <input checked="" type="checkbox"/> Title and Registration <input type="checkbox"/> Title Only <input type="checkbox"/> Duplicate Title <input type="checkbox"/> Corrected Title <input type="checkbox"/> Salvage Certificate <input type="checkbox"/> Junking Certificate <input type="checkbox"/> Plates Only <input type="checkbox"/> Sticker Only <input type="checkbox"/> Transfer Only <input type="checkbox"/> Corrected ID Card <input type="checkbox"/> Duplicate ID Card <input type="checkbox"/> Set of Plates Replacement <input type="checkbox"/> Sticker Replacement <input type="checkbox"/> Reclass of License Plates <input type="checkbox"/> Resale of License Plates <input type="checkbox"/> Other:	2. Current Plate Number 3. Plate Type Requested <b>MUNICIPAL</b> 4. Exp. Month Year	<b>SIGNATURE ONLY DOCUMENT</b>	
	<b>5. OWNER INFORMATION</b>		
	5. First Last Middle <b>DUPAGE COUNTY</b>		
	Residence/Business Street Address <b>421 N COUNTY FARM RD</b> City STATE ZIP <b>WHEATON IL 60187</b>		
6. Purchase Date Month Day Year <b>07/03/2024</b> New <input checked="" type="checkbox"/> Used <input type="checkbox"/>		7. Vehicle Identification Number (VIN) <b>3FMCR9B66RRE99467</b> Year Make Model Body Style Color <b>2024 FORD BRONCO SPORT UT WHI/WHI</b>	
8. Current Odometer Reading (No Tenths) <b>40</b> <input checked="" type="checkbox"/> Actual <input type="checkbox"/> Not Actual <input type="checkbox"/> In Excess of Mechanical Limits <input type="checkbox"/> 2010 model year or older ( mileage not required)		9. VIN Second Stage info 10. File Number 11. Unit Number	
10. Surrender Title Number and State <b>MCO</b>		12. Unit Number	
<b>13. MAIL TITLE TO (IF DIFFERENT THAN ABOVE)</b> Name Street Address City State ZIP		<b>14. VEHICLE INSURANCE INFORMATION (TRAILERS EXEMPT)</b> Insurance Company Name (Do not list agent) Policy Number Expiration Date	
<b>15. FIRST LIENHOLDER</b> Name Street Address City State ZIP		<b>16. SECOND LIENHOLDER</b> Name Street Address City State ZIP	
<b>17. TRANSFER INFORMATION</b> Year Make/Model VIN		<b>18. SELLER'S INFORMATION (INDIVIDUAL OR DEALERSHIP)</b> Name Dealer # Street Address City State ZIP <b>Haggerty Ford Inc DL360 330 E ROOSEVELT RD WEST CHICAGO IL 60185</b>	
<b>19. BENEFICIARY</b> Name Street Address City State/County ZIP		<b>20. REASON FOR REPLACEMENT PLATES/STICKER</b> <input type="checkbox"/> Lost <input type="checkbox"/> Stolen <input type="checkbox"/> Destroyed <input type="checkbox"/> Requesting a Different Number <input type="checkbox"/> Rescoring	
<b>21. REASON(S) FOR CORRECTED OR DUPLICATE TITLE</b> State all reasons for corrections or duplication.		<b>24. AUDITOR'S USE ONLY</b> TRP NUMBER Tax Form Number <b>615AB299 977904309</b> \$ 173.00 Circle Quarter: 1st 2nd 3rd 4th	
22. Daytime Phone Number (optional)		Your signature on the application authorizes the Secretary of State to lower the amount of your check if the fee submitted is greater than the fee required for mail-in transactions. I/We hereby affirm that the information is true and correct and, when applicable, will abide by the Mandatory Insurance Law requiring liability insurance throughout the registration period. If applying for a title for a motor vehicle model year 2011 or newer, I/We also acknowledge awareness of the odometer certification made by the seller.	
23. Signature by _____			
1. _____ 2. _____			
OFFICE USE ONLY Verified by CRT <input type="checkbox"/> I.D. <input type="checkbox"/> REMITTER/DRIVER SERVICES FACILITY STAMP: <b>8807148099</b> <b>CUSTOMER RECEIPT</b> Control # _____ Date: _____			



Illinois Department of Revenue

# ST-556 Sales Tax Transaction Return

(For Vehicles, Watercraft, Aircraft, Trailers, and Mobile Homes)

Tax return no.: 977904309  
Account ID: 3598-2926  
Taxable location no.: 022-0024-4 001  
Taxable location name: WEST CHICAGO  
Dealer's license no.: DL360  
Rev: 05  
Form: 018

Do not write above this line.

NS	CA	ED	RC	TL	
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Taxpayer Name: Haggerty Ford Inc  
Taxpayer DBA:  
Taxpayer address: 330 E Roosevelt Rd  
City, State, ZIP: West Chicago, IL 60185  
Taxpayer phone number:

### 1 Write the buyer's name and address

Name(s) DUPAGE COUNTY

Street 421 N COUNTY FARM RD City WHEATON State IL ZIP 60187

### 2 Describe the item sold

- A Vehicle     B Watercraft     C Aircraft  
 D Trailer     E Mobile Home     F \_\_\_\_\_
- New     Used

Identification no. 3FMCR9B66RRE99467

Year 2024 Make FORD

Body style and model UT Bronco Sport

### 3 Write the date of delivery 07/03/2024

(This return is due no later than 20 days after the date of delivery.)

### 4 Describe the trade-in, if any

Item traded in \_\_\_\_\_

Identification no. \_\_\_\_\_

Year \_\_\_\_\_ Make \_\_\_\_\_

Body style and model \_\_\_\_\_

### 5 Exempt or sale to a nonresident

- If so, check the correct box below, and see instructions for Section 6.
- A Nonresident buyer (NOT an out-of-state dealer) See instructions.  
drive-away permit no./lic. plate no. \_\_\_\_\_ state \_\_\_\_\_
- B Sold for resale to a DEALER \_\_\_\_\_  
(Write either the Illinois dealer's Account ID or "Out-of-state dealer")
- C Exempt organization (government, school, religious, or charitable)  
tax-exempt no. E-99974551
- D Sold to an interstate carrier for hire for use as rolling stock  
Certificate of authority no. \_\_\_\_\_
- E Sold for rental use  
buyer's account ID no. \_\_\_\_\_
- F Other (describe) \_\_\_\_\_

### 6 Write the price, and figure the tax

(Round to nearest dollar)

You must complete Lines 1 and 2 even if no tax is due.

1 Total price (include accessories, federal excise taxes, freight and labor, dealer preparation, documentary fees, and dealer-reimbursed rebates or incentives) . . . . .	<u>\$32,582.00</u>
2 Total trade-in credit or value. . . . .	<u>\$0.00</u>
3 Amount subject to tax [Line 1 - Line 2] . . . . .	<u>\$32,582.00</u>
4 Tax [Line 3 X 0] (If you made this sale from a temporary sales location, see the instructions.)	<u>\$0.00</u>
5 Use tax for certain districts - (see instructions) Do not report home rule use tax below.	
a. County _____	
b. City _____	
c. Township _____	
6 Total tax [Line 4 + Line 5] . . . . .	<u>\$0.00</u>

ATTACH PAYMENT HERE

Under penalties of perjury, we state that we have examined this return, including any schedules and statements, and to the best of our knowledge, it is true, correct, and complete. If the seller has taken a qualified trade-in, we also state that the buyer has properly assigned and surrendered the title of the trade-in to the seller.

Signature of buyer(s) \_\_\_\_\_ Date 07/03/2024

Signature of seller \_\_\_\_\_ Date 07/03/2024

This form is authorized as outlined by the Illinois tax laws and the Illinois Vehicle Code. Disclosure of this information is REQUIRED. Failure to provide information could result in penalties. This form has been approved by the Forms Management Center. IL-492-1558


Do not write below this line.

Date received by Illinois state government

Copy 2 - Sellers  
Signature Only Document





<b>Who we are</b>	
<b>Who is providing this notice?</b>	Haggerty Auto Group
<b>What we do</b>	
<b>How does Haggerty Auto Group protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards, secured files and buildings.
<b>How does Haggerty Auto Group collect my personal information?</b>	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>■ Show us your driver's license</li> <li>■ Pay us by check</li> <li>■ Apply for a loan</li> <li>■ Apply for financing</li> <li>■ Provide account information.</li> </ul> <p>We also collect your information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>■ Sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>■ Affiliates from using your information to market to you</li> <li>■ Sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
<b>Definitions</b>	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ <i>Haggerty Auto Group has no affiliates.</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ <i>Haggerty Auto Group does not share with nonaffiliates so they can market to you.</i></li> </ul>
<b>Joint Marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>■ <i>Haggerty Auto Group does not jointly market</i></li> </ul>
<b>Other important information</b>	
I hereby acknowledge that I have been given Haggerty Auto Group privacy notice pursuant to federal regulations.	
<b>DUPAGE COUNTY</b>	<b>N/A</b>
Customer Printed Name	Co-Customer Printed Name
	
Customer Signature	Co-Customer Signature
<b>07/03/2024</b>	<b>N/A</b>
Date	Date

## ARBITRATION AGREEMENT

In this Agreement, the term "you" refers to the Customer(s) signing below. The terms "we" and "us" or "Dealer" refer to Haggerty. This Agreement is part of your purchase Order for the Vehicle, is a material inducement for us to sell you the Vehicle, and shall survive the termination, expiration, or rescission of the Order and/or bill of sale, or any retail installment contract executed at the time you purchased the Vehicle.



You and we agree that if any Dispute arises, whether or not we have accepted the Order or completed the sale of the Vehicle, either you or we may demand in writing that the Dispute be arbitrated, in which case you and we agree that you and we will immediately stay any court proceedings and the plaintiff will submit the Dispute to binding arbitration by a single arbitrator under the "Supplementary Procedures for Consumer-Related Disputes" of the American Arbitration Association then in effect, in Chicago, Illinois. More information about the AAA can be found at [www.adr.org](http://www.adr.org). We believe arbitration is an impartial means of resolving disputes that is usually faster and less expensive than going to court. If for any reason the AAA cannot hear the dispute, you and we agree to proceed before any mutually-agreed arbitrator or, if unable to agree, before an arbitrator appointed by the Circuit Court of Cook County, Illinois. Each party shall be entitled to one substitution of arbitrator, without cause, as a matter of right. For any Dispute (or part of a Dispute) that is not subject to arbitration, you and we AGREE THAT ANY CLAIM SHALL BE BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, THEREBY WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION relating in any way to a Dispute, WAIVE ANY RIGHT YOU OR WE MAY HAVE TO A TRIAL BY JURY and agree to have such matter tried by a court without a jury. You and/or we will continue to have the following rights: 1) right to file for bankruptcy in court; 2) right to enforce or dispute the security interest in the Vehicle, whether by repossession or through a court of law; 3) right to take legal action to enforce the arbitrator's decision; and 4) right to request that a court of law review whether the arbitrator exceeded its authority.

A "Dispute" is any controversy or claim that relates in any way to the Vehicle, including, but not limited to, claims relating to the negotiation or breach of the Order and/or bill of sale for the Vehicle; the application for, negotiation of, and financing for the Vehicle (whether or not you complete the purchase of the Vehicle or obtain financing from any particular lender); any dispute relating to any service contract, extended warranty, or other product purchased by you or provided to you at the time you purchased the Vehicle or within 30 days thereafter, and any question regarding whether a matter is subject to arbitration under these provisions.

The arbitrator's award shall be final and binding on all parties to the arbitration. Either party may enter judgment on the award in any court. If either you or we are required to enforce this Agreement in court, the prevailing party in such proceeding shall be entitled to its attorneys' fees and costs incurred in doing so. Nothing in this Agreement shall give the arbitrator any authority, power, or right to alter, change, amend, modify, add to, or subtract from the provisions of the documents executed at the time of the purchase of the Vehicle.

The parties agree that this Agreement shall be governed by the Federal Arbitration Act, 9 U.S.C. §1 *et seq.* The parties further agree that if any provisions of this Agreement are found to be invalid, the remainder of this Agreement will remain in full force and effect, and agree that this Agreement shall be binding upon the parties hereto and their respective heirs, executors, representatives, employees, affiliates, successors, and assigns, and is for the benefit of such parties and any third parties involved in the transaction (such as co-signers or service contract providers).

BY SIGNING BELOW YOU ACKNOWLEDGE THAT YOU HAVE READ THIS ARBITRATION AGREEMENT AND THAT YOU AGREE TO ITS TERMS AND CONDITIONS.

  
\_\_\_\_\_  
Customer  
  
\_\_\_\_\_  
Dealer Representative

N/A  
\_\_\_\_\_  
Customer  
07/03/2024  
\_\_\_\_\_  
Date

07/18/24  
 REPORT REVEXP  
 3000 STORMWATER MANAGEMENT

1600 - CONSERVATION & RECREATION  
 REVENUE AND EXPENDITURES  
 FOR PERIOD ENDING 07/31/24

ACCOUNT	DESCRIPTION	CURRENT PERIOD ACTUAL	OUTSTANDING ENCUMBRANCE	YEAR-TO-DATE ACTUAL	TOTAL OBLIGATIONS	ANNUAL BUDGET	UNOBLIGATED REMAINING
53010-0000	ENGINEERING & ARCHITECTURAL	21,901.49	377,528.71	460,709.67	838,238.38	1,339,500.00	501,261.62
53020-0000	INFORMATION TECHNOLOGY SVC	0.00	25,000.00	0.00	25,000.00	45,000.00	20,000.00
53030-0000	LEGAL SERVICES	0.00	0.00	0.00	0.00	5,000.00	5,000.00
53050-0000	LOBBYIST SERVICES	0.00	12,500.00	12,500.00	25,000.00	32,500.00	7,500.00
53090-0000	OTHER PROFESSIONAL SERVICES	140.00	27,490.83	104,541.07	132,031.90	270,000.00	137,968.10
53110-0000	WORKERS COMPENSATION INSURANCE	0.00	0.00	0.00	0.00	8,000.00	8,000.00
53130-0000	PUBLIC LIABILITY INSURANCE	0.00	0.00	0.00	0.00	1,000.00	1,000.00
53200-0000	NATURAL GAS	0.00	0.00	1,014.89	1,014.89	3,000.00	1,985.11
53210-0000	ELECTRICITY	253.17	0.00	38,224.61	38,224.61	185,000.00	146,775.39
53220-0000	WATER & SEWER	0.00	0.00	248.79	248.79	1,000.00	751.21
53240-0000	WASTE DISPOSAL SERVICES	0.00	0.00	167.80	167.80	15,000.00	14,832.20
53250-0000	WIRED COMMUNICATION SERVICES	1,893.51	157.52	23,501.00	23,658.52	72,500.00	48,841.48
53260-0000	WIRELESS COMMUNICATION SVC	0.00	0.00	20,401.67	20,401.67	38,500.00	18,098.33
53300-0000	REPAIR & MTC FACILITIES	0.00	0.00	0.00	0.00	0.00	0.00
53320-0000	REPAIR & MTC ROADS	0.00	0.00	0.00	0.00	0.00	0.00
53340-0000	REPAIR & MTC SYSTEM	977.50	163,433.55	57,201.35	220,634.90	2,000.00	2,000.00
53370-0000	REPAIR & MTC OTHER EQUIPMENT	0.00	0.00	0.00	0.00	306,000.00	85,365.10
53380-0000	REPAIR & MTC AUTO EQUIPMENT	0.00	0.00	12,537.50	12,537.50	12,000.00	12,000.00
53410-0000	RENTAL OF MACHINERY & EQUIPMENT	0.00	0.00	592.00	592.00	15,000.00	2,462.50
53500-0000	MILEAGE EXPENSE	0.00	0.00	401.46	401.46	24,750.00	24,158.00
53510-0000	TRAVEL EXPENSE	0.00	0.00	2,293.05	2,293.05	500.00	98.54
53600-0000	DUES & MEMBERSHIPS	25.00	0.00	40,238.78	40,238.78	8,800.00	6,506.95
53610-0000	INSTRUCTION & SCHOOLING	1,275.00	0.00	11,293.00	11,293.00	42,964.00	2,725.22
53700-0000	MATCHING FUNDS/CONTRIBUTIONS	0.00	0.00	1,500.00	1,500.00	25,930.00	14,637.00
53800-0000	PRINTING	0.00	0.00	176.00	176.00	1,350.00	2,50.00
53800-0001	COPIER USAGE	0.00	0.00	638.68	638.68	2,324.00	2,324.00
53801-0000	ADVERTISING	0.00	0.00	121.90	121.90	1,500.00	861.32
53802-0000	PROMOTIONAL SERVICES	0.00	0.00	0.00	0.00	400.00	278.10
53803-0000	MISCELLANEOUS MEETING EXPENSE	0.00	0.00	0.00	0.00	2,000.00	2,000.00
53804-0000	POSTAGE & POSTAL CHARGES	4.67	0.00	164.55	164.55	6,000.00	6,000.00
53806-0000	SOFTWARE & MAINTENANCE	0.00	0.00	82,509.47	82,509.47	4,800.00	4,635.45
53807-0000	SUBSCRIPTION IT ARRANGEMENTS	0.00	0.00	27,147.71	27,147.71	82,000.00	509.47
53808-0000	STATUTORY & FISCAL CHARGES	0.00	0.00	4,457.90	4,457.90	41,650.00	14,502.29
53818-0000	REFUNDS & FORFEITURES	0.00	0.00	0.00	0.00	9,000.00	4,542.10
53828-0000	CONTINGENCIES	0.00	0.00	0.00	0.00	2,000.00	2,000.00
53829-0000	INDIRECT COST REIMBURSEMENT	0.00	0.00	0.00	0.00	114,500.00	114,500.00
53830-0000	OTHER CONTRACTUAL EXPENSES	3,280.00	180,000.00	294,410.93	474,410.93	310,000.00	310,000.00
	Total Contractuals	29,750.34	786,110.61	1,196,993.78	1,983,104.39	806,315.00	331,904.07
	TOTAL OPERATING EXPENSE	176,181.17	786,110.61	3,558,871.61	4,344,982.22	8,203,198.00	3,858,215.78
54000-0000	LAND/RIGHT OF WAY	0.00	0.00	0.00	0.00	460,000.00	460,000.00
54060-0000	DRAINAGE SYSTEM INFRASTRUCTURE	0.00	1,487,583.00	548,408.86	2,035,991.86	2,783,026.00	747,034.14
54100-0000	IT EQUIPMENT	0.00	0.00	0.00	0.00	15,000.00	15,000.00
54100-0700	IT EQUIPMENT - CAPITAL LEASE	0.00	0.00	1,029.48	1,029.48	2,750.00	1,720.52
54110-0000	EQUIPMENT AND MACHINERY	0.00	0.00	7,640.00	7,640.00	222,224.00	214,584.00
54120-0000	AUTOMOTIVE EQUIPMENT	0.00	96,561.50	0.00	96,561.50	216,000.00	119,438.50
	Total Capital Outlay	0.00	1,584,144.50	557,078.34	2,141,222.84	3,699,000.00	1,557,777.16
	TOTAL EXPENDITURES	176,181.17	2,370,255.11	4,115,949.95	6,486,205.06	11,902,198.00	5,415,992.94
57006-0110	NET OPER GAIN (LOSS)	65,650.17	2,370,255.11	3,808,379.53	1,438,124.42	1,768,409.00	330,284.58
	TRANSFER OUT SWM CAPITAL RESER	0.00	0.00	0.00	0.00	2,139,225.00	2,139,225.00

HAGGERTY FORD, INC.  
 330 EAST ROOSEVELT RD  
 WEST CHICAGO IL 60185  
 630-231-3200

CUST# 68801

**RETAIL PURCHASE AGREEMENT**

Purchaser's Name(s): DUPAGE COUNTY Deal Number: 5571  
 Address: 421 COUNTY FARM RD WHEATON IL 60187 Date: 07/02/2024  
 Telephone (1): 630-386-7659 Telephone (2): \_\_\_\_\_ County: DUPAGE  
 E-mail: \_\_\_\_\_ State I.D.# \_\_\_\_\_ Issuing State: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

The above information has been requested so that we may verify your identity. By signing below, you represent that you are at least 18 years of age and have authority to enter into this Agreement. The Odometer Reading for the Vehicle you are purchasing is accurate unless indicated otherwise. Please refer to the Federal Mileage Statement for full disclosure.


YEAR <b>2024</b>	MAKE <b>FORD</b>	MODEL <b>BRONCO II</b>	COLOR <b>WHITE</b>	STOCK NO. <b>F24232</b>
VIN/SERIAL NO. <b>3FMCR9B60RRE43251</b>		ODOMETER READING <input type="checkbox"/> Not Accurate <b>45</b>		SALESPERSON: <b>HOUSE DEAL</b>
THE VEHICLE IS: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED		PRIOR USE DISCLOSURE: <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> EXECUTIVE <input type="checkbox"/> RENTAL <input type="checkbox"/> OTHER		
<b>WARRANTY STATEMENT</b>				
Any warranties by a manufacturer or supplier other than our Dealership are theirs, not ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and the related goods and services. If we enter into a service contract with you at the time of, or within 90 days of, the date of this transaction, we may not limit or modify the implied warranties. <b>CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY)</b> The information you see on the window form for this Vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. <i>Traducción española: Vea Párrafo 14.</i> This Vehicle is being sold by our Dealership to you: <b>TOTAL TRADE ALLOWANCE N/A</b> <input type="checkbox"/> AS-IS. You will bear the entire expense of repairing or correcting any defects that presently exist or that may occur in the Vehicle. We expressly disclaim all express and implied warranties, including any implied warranties of merchantability and fitness for a particular purpose. The vehicle is sold AS-IS because: <input type="checkbox"/> It is a new vehicle. <input type="checkbox"/> It is a used vehicle with more than 150,000 miles. <input type="checkbox"/> Other: <u>N/A</u> <input type="checkbox"/> With the attached Power Train Warranty. No express warranty or implied warranty of fitness for any particular purpose or implied warranty of merchantability beyond that set forth in the Power Train Warranty is given by Dealership unless a box is marked below indicating that the Vehicle is sold with a Used Vehicle Limited Warranty from Dealership or Dealership enters into a Service Contract with you at the time of, or within 90 days of, the date of this transaction. Please refer to the Power Train Warranty section below. <input type="checkbox"/> With the attached Used Vehicle Limited Warranty. Any implied warranties shall apply for the duration required by State Law or the duration of the Used Vehicle Limited Warranty, whichever is longer. <input type="checkbox"/> With a Service Contract between you and <u>N/A</u> <u>X</u> _____ <u>X</u> _____ <u>N/A</u> <b>POWER TRAIN WARRANTY</b> Illinois law requires that this Vehicle will be free of a defect in a power train component for 15 days or 500 miles after delivery, whichever is earlier, except with regard to particular defects disclosed on the first page of this Agreement. "Power train component" means the engine block, head, all internal engine parts, oil pan and gaskets, water pump, intake manifold, transmission, and all internal transmission parts, torque converter, drive shaft, universal joints, rear axle and all rear axle internal parts, and rear wheel bearings. You (the consumer) will have to pay up to \$100 for each of the first 2 repairs if the warranty is violated. <u>X</u> _____ <u>X</u> _____ <u>N/A</u> <b>WAIVER OF THE IMPLIED WARRANTY OF MERCHANTABILITY FOR PARTICULAR DEFECTS (PLEASE SEE ATTACHED WAIVER)</b> Attention Consumer: Sign here only if the seller has told you that this Vehicle has the following problem or problems and you agree to buy the Vehicle on those terms: 1. <u>N/A</u> 2. <u>N/A</u> 3. <u>N/A</u> Consumer's Signature(s): <u>N/A</u> Date: <u>N/A</u>				
<b>TRADE-IN VEHICLE INFORMATION</b>				
Year: <u>N/A</u>	Make: <u>N/A</u>	Model: <u>N/A</u>	Color: <u>N/A</u>	
VIN/Serial No: <u>N/A</u>		Odometer Reading: <input type="checkbox"/> Not Accurate <u>N/A</u>		
Trade-In Allowance: <u>N/A</u>		Balance Owed & Lienholder: <u>N/A</u>		
<b>OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS</b>				
<input type="checkbox"/> PLEASE SEE THE DELIVERY CONFIRMATION				
<input type="checkbox"/> PLEASE SEE THE CONDITIONAL (SPOT) DELIVERY AGREEMENT				
CASH PRICE OF VEHICLE <b>31764.00</b>				
ALL WEATHER MATS <b>195.00</b>				
<b>N/A</b>				
<b>N/A</b>				
<b>N/A</b>				
<b>N/A</b>				
<b>N/A</b>				
<b>N/A</b>				
<b>TOTAL TRADE ALLOWANCE N/A</b>				
<b>TOTAL SALE PRICE 31959.00</b>				
<b>N/A</b>				
<b>N/A</b>				
<b>N/A</b>				
<b>N/A</b>				
<b>TITLE FEE 165.00</b>				
<b>LICENSE FEE 8.00</b>				
<b>N/A</b>				
<b>N/A</b>				
<b>N/A</b>				
<b>N/A</b>				
<b>DOCUMENTARY FEE* (See Paragraph 12) 358.00</b>				
<b>OPTIONAL ERT FEE N/A</b>				
<b>TOTAL DUE 32755.00</b>				
<b>LESS DEPOSIT/DOWN PAYMENT (If Deposit, see Deposit Receipt) 32005.00</b>				
<b>LESS REBATE 750.00</b>				
<b>TOTAL TRADE PAYOFF N/A</b>				
<b>N/A</b>				
<b>N/A</b>				
<b>LESS CASH DUE AT DELIVERY N/A</b>				
<b>AMOUNT TO BE FINANCED (See Paragraphs 17 and 19) N/A</b>				

This Agreement and any documents which are a part of this transaction or incorporated herein comprise the entire agreement affecting this Retail Purchase Agreement and no other agreement or understanding of any nature concerning the same has been made or entered into, or will be recognized. I have read all of the terms and conditions of this Agreement and agree to them as if they were printed above my signature. I further acknowledge receipt of a copy of this Agreement. This Agreement becomes binding until signed and accepted by an Authorized Dealership Representative.

Purchaser: N/A Date: 07/02/2024 Accepted by Authorized Dealership Representative: \_\_\_\_\_ Date: 07/02/2024

**ILLINOIS SECRETARY OF STATE--APPLICATION FOR VEHICLE TRANSACTION(S)**

Application cannot be accepted with alterations (changes) or write-outs.

<b>1. Type of transaction(s):</b> <input type="checkbox"/> Title and Transfer <input checked="" type="checkbox"/> Title and Registration <input type="checkbox"/> Title Only <input type="checkbox"/> Duplicate Title <input type="checkbox"/> Corrected Title <input type="checkbox"/> Salvage Certificate <input type="checkbox"/> Junking Certificate <input type="checkbox"/> Plates Only <input type="checkbox"/> Sticker Only <input type="checkbox"/> Transfer Only <input type="checkbox"/> Corrected ID Card <input type="checkbox"/> Duplicate ID Card <input type="checkbox"/> Set of Plates Replacement <input type="checkbox"/> Sticker Replacement <input type="checkbox"/> Reclass of License Plates <input type="checkbox"/> Resale of License Plates <input type="checkbox"/> Other:		<b>2. Current Plate Number:</b> _____		<b>3. Rate Type Requested:</b> MUNICIPAL		SIGNATURE ONLY DOCUMENT	
		<b>4. Exp. Month:</b> _____ <b>Year:</b> _____					
<b>OWNER INFORMATION</b>							
<b>5. County:</b> DUPAGE COUNTY		<b>Last:</b> _____ <b>First:</b> _____ <b>Middle:</b> _____		<b>6. Owner 1 DU/PERN =</b> _____		<b>Owner 2 OL/FEIN =</b> _____	
<b>Residence/Business Street Address:</b> 421 COUNTY FARM RD		<b>City:</b> WHEATON		<b>STATE:</b> IL <b>ZIP:</b> 60187		 8807148297	
<b>VEHICLE INFORMATION</b>							
<b>8. Purchase Date:</b> 07/03/2024 Month Day Year		<input type="checkbox"/> New <input checked="" type="checkbox"/> Used		<b>Vehicle Identification Number (VIN):</b> 3FMCR9B60RRE43251		<b>VIN Second Stage Info:</b> _____	
<b>9. Current Odometer Reading (No Tenth):</b> 45		<input checked="" type="checkbox"/> Actual <input type="checkbox"/> Not Actual <input type="checkbox"/> In Excess of Mechanical Limits <input type="checkbox"/> 2010 model year or older (mileage not required)		<b>Year:</b> 2024 <b>Make:</b> FORD <b>Model:</b> BRONCO SPORT <b>Body Style:</b> UT <b>Color:</b> WHI/WHI		<input type="checkbox"/> Recall <input type="checkbox"/> Leased	
<b>10. Surrender Title Number and State:</b> MCO _____ State: _____		<input type="checkbox"/> Recruit <input type="checkbox"/> Flood <input type="checkbox"/> Other Standard Title State: _____		<input type="checkbox"/> MCV C.C. <input type="checkbox"/> Vehicle Home Sq. Ft. _____		Gross Weight (RV, RT, TRK, BUS, TRLR) _____ For use _____ # of Axles _____	
<b>11. File Number:</b> _____		<b>12. Unit Number:</b> _____		<b>13. MAIL TITLE TO (IF DIFFERENT THAN ABOVE)</b> Name: _____ Street Address: _____ City: _____ State: _____ ZIP: _____			
<b>15. FIRST LIENHOLDER</b> Name: _____ Street Address: _____ City: _____ State: _____ ZIP: _____				<b>16. SECOND LIENHOLDER</b> Name: _____ Street Address: _____ City: _____ State: _____ ZIP: _____			
<b>17. TRANSFER INFORMATION</b> Year: _____ Make/Model: _____ VIN: _____				<b>18. SELLER'S INFORMATION (INDIVIDUAL OR DEALERSHIP)</b> Name: Haggerty Ford Inc Dealer #: DL360 Street Address: 330 E ROOSEVELT RD City: WEST CHICAGO State: IL ZIP: 60185			
<b>19. BENEFICIARY</b> Name: _____ Street Address: _____ City: _____ State/County: _____ ZIP: _____				<b>20. REASON FOR REPLACEMENT PLATES/STICKER</b> <input type="checkbox"/> Lost <input type="checkbox"/> Stolen <input type="checkbox"/> Destroyed <input type="checkbox"/> Requesting a Different Number <input type="checkbox"/> Reissuing			
<b>21. REASON(S) FOR CORRECTED OR DUPLICATE TITLE</b> State of reasons for correction or application: _____				<b>24. AUDITOR'S USE ONLY</b> TRP NUMBER: 615AB325 Tax Form Number: 977904556 \$ 173.00 City & Quarter: 1st 2nd 3rd 4th			
<b>22. Daytime Phone Number (optional):</b> _____				<b>23. Signature:</b> _____			
Your signature on the application authorizes the Secretary of State to lower the amount of your check if the fee submitted is greater than the fee required for mail-in transactions. I/We hereby affirm that the information is true and correct and, when applicable, will abide by the Mandatory Insurance Law requiring liability insurance throughout the registration period. If applying for a title for a motor vehicle model year 2011 or newer, I/We also acknowledge awareness of the odometer certification made by the seller.							
OFFICE USE ONLY      Verified by CRT <input type="checkbox"/> I.D. <input type="checkbox"/> REMITTER/DRIVER SERVICES FACILITY STAMP:							
8807148297							
<b>CUSTOMER RECEIPT</b>							
Control # _____		Date: _____					



Illinois Department of Revenue

# ST-556 Sales Tax Transaction Return

(For Vehicles, Watercraft, Aircraft, Trailers, and Mobile Homes)

Tax return no.: 977904556  
Account ID: 3598-2926  
Taxable location no.: 022-0024-4 001  
Taxable location name: WEST CHICAGO  
Dealer's license no.: DL360  
Rev: 05  
Form: 016

Do not write above this line.

NS CA ED RC TL

Taxpayer Name: Haggerty Ford Inc  
Taxpayer DBA:  
Taxpayer address: 330 E Roosevelt Rd  
City, State, ZIP: West Chicago, IL 60185  
Taxpayer phone number:

### 1 Write the buyer's name and address

Name(s) DUPAGE COUNTY

Street 421 COUNTY FARM RD City WHEATON State IL ZIP 60187

### 2 Describe the item sold

A Vehicle  B Watercraft  C Aircraft  
 D Trailer  E Mobile Home  F \_\_\_\_\_

New  Used

Identification no. 3FMCR9B60RRE43251

Year 2024 Make FORD

Body style and model UT Bronco Sport

### 3 Write the date of delivery 07/03/2024

(This return is due no later than 20 days after the date of delivery.)

### 4 Describe the trade-in, if any

Item traded in \_\_\_\_\_

Identification no. \_\_\_\_\_

Year \_\_\_\_\_ Make \_\_\_\_\_

Body style and model \_\_\_\_\_

### 5 Exempt or sale to a nonresident

If so, check the correct box below, and see instructions for Section 8.

A Nonresident buyer (NOT an out-of-state dealer) See instructions.  
drive-away permit no./lic. plate no. \_\_\_\_\_ state \_\_\_\_\_

B Sold for resale to a DEALER  
(Write either the Illinois dealer's Account ID or "Out-of-state dealer")

C Exempt organization (government, school, religious, or charitable)  
tax-exempt no. E-99974551

D Sold to an interstate carrier for hire for use as rolling stock  
Certificate of authority no. \_\_\_\_\_

E Sold for rental use

buyer's account ID no. \_\_\_\_\_

F Other (describe) \_\_\_\_\_

Under penalties of perjury, we state that we have examined this return, including any schedules and statements, and to the best of our knowledge, it is true, correct, and complete. If the seller has taken a qualified trade-in, we also state that the buyer has properly assigned and surrendered the title of the trade-in to the seller.

Signature of buyer(s) \_\_\_\_\_ Date 07/03/2024

Signature of seller \_\_\_\_\_ Date 07/03/2024

This form is authorized as outlined by the Illinois tax laws and the Illinois Vehicle Code. Disclosure of this information is REQUIRED. Failure to provide information could result in penalties. This form has been approved by the Forms Management Center. IL-492,1558

### 6 Write the price, and figure the tax (Round to nearest dollar)

**You must complete Lines 1 and 2 even if no tax is due.**

1 Total price (include accessories, federal excise taxes, freight and labor, dealer preparation, documentary fees, and dealer-reimbursed rebates or incentives) . . . . .	<u>\$32,317.00</u>
2 Total trade-in credit or value . . . . .	<u>\$0.00</u>
3 Amount subject to tax [Line 1 - Line 2] . . . . .	<u>\$32,317.00</u>
4 Tax [Line 3 X 0] (If you made this sale from a temporary sales location, see the instructions.) . . . . .	<u>\$0.00</u>
5 Use tax for certain districts - (see instructions) Do not report home rule use tax below.	
a. County _____	
b. City _____	
c. Township _____	
6 Total tax [Line 4 + Line 5] . . . . .	<u>\$0.00</u>

ATTACH PAYMENT HERE

Do not write below this line.

Date received by Illinois state government

Copy 2 - Sellers  
Signature Only Document

Customer's Name: DUPAGE COUNTY Deal/Stock No.: F24232

### ODOMETER DISCLOSURE STATEMENT

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, HAGGERTY FORD, INC. (transferor's name, Print) state that the odometer now reads 45 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

- (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
- (2) I hereby certify that the odometer reading is **NOT** the actual mileage.  
**WARNING - ODOMETER DISCREPANCY.**

MAKE <b>FORD</b>	MODEL <b>BRONCO II</b>	BODY TYPE <b>UT</b>
VEHICLE IDENTIFICATION NUMBER <b>3FMC9B60RRE43251</b>		YEAR <b>2024</b>

X [Signature]  
TRANSFEROR'S SIGNATURE

HAGGERTY FORD, INC.  
PRINTED NAME

330 EAST ROOSEVELT RD  
TRANSFEROR'S ADDRESS (STREET)

WEST CHICAGO IL 60185  
CITY STATE ZIP CODE

DATE OF STATEMENT


X [Signature]  
TRANSFEE'S SIGNATURE

DUPAGE COUNTY  
PRINTED NAME

DUPAGE COUNTY  
TRANSFEE'S NAME

421 COUNTY FARM RD  
TRANSFEE'S ADDRESS (STREET)

WHEATON IL 60187  
CITY STATE ZIP CODE

<b>Who we are</b>	
<b>Who is providing this notice?</b>	Haggerty Auto Group
<b>What we do</b>	
<b>How does Haggerty Auto Group protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards, secured files and buildings.
<b>How does Haggerty Auto Group collect my personal information?</b>	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>■ Show us your driver's license</li> <li>■ Pay us by check</li> <li>■ Apply for a loan</li> <li>■ Apply for financing</li> <li>■ Provide account information.</li> </ul> <p>We also collect your information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>■ Sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>■ Affiliates from using your information to market to you</li> <li>■ Sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
<b>Definitions</b>	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ <i>Haggerty Auto Group has no affiliates.</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ <i>Haggerty Auto Group does not share with nonaffiliates so they can market to you.</i></li> </ul>
<b>Joint Marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>■ <i>Haggerty Auto Group does not jointly market</i></li> </ul>
<b>Other important information</b>	
I hereby acknowledge that I have been given Haggerty Auto Group privacy notice pursuant to federal regulations.	
<b>DUPAGE COUNTY</b>	<b>N/A</b>
Customer Printed Name	Co-Customer Printed Name
	
Customer Signature	Co-Customer Signature
<b>07/02/2024</b>	<b>N/A</b>
Date	Date
81093*1*HF-FI	



## ARBITRATION AGREEMENT

In this Agreement, the term "you" refers to the Customer(s) signing below. The terms "we" and "us" or "Dealer" refer to HAGGERTY. This Agreement is part of your purchase Order for the Vehicle, is a material inducement for us to sell you the Vehicle, and shall survive the termination, expiration, or rescission of the Order and/or bill of sale, or any retail installment contract executed at the time you purchased the Vehicle.


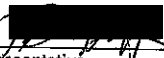
You and we agree that if any Dispute arises, whether or not we have accepted the Order or completed the sale of the Vehicle, either you or we may demand in writing that the Dispute be arbitrated, in which case you and we agree that you and we will immediately stay any court proceedings and the plaintiff will submit the Dispute to binding arbitration by a single arbitrator under the "Supplementary Procedures for Consumer-Related Disputes" of the American Arbitration Association then in effect, in Chicago, Illinois. More information about the AAA can be found at [www.adr.org](http://www.adr.org). We believe arbitration is an impartial means of resolving disputes that is usually faster and less expensive than going to court. If for any reason the AAA cannot hear the dispute, you and we agree to proceed before any mutually-agreed arbitrator or, if unable to agree, before an arbitrator appointed by the Circuit Court of Cook County, Illinois. Each party shall be entitled to one substitution of arbitrator, without cause, as a matter of right. For any Dispute (or part of a Dispute) that is not subject to arbitration, you and we AGREE THAT ANY CLAIM SHALL BE BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, THEREBY WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION relating in any way to a Dispute, WAIVE ANY RIGHT YOU OR WE MAY HAVE TO A TRIAL BY JURY and agree to have such matter tried by a court without a jury. You and/or we will continue to have the following rights: 1) right to file for bankruptcy in court; 2) right to enforce or dispute the security interest in the Vehicle, whether by repossession or through a court of law; 3) right to take legal action to enforce the arbitrator's decision; and 4) right to request that a court of law review whether the arbitrator exceeded its authority.

A "Dispute" is any controversy or claim that relates in any way to the Vehicle, including, but not limited to, claims relating to the negotiation or breach of the Order and/or bill of sale for the Vehicle; the application for, negotiation of, and financing for the Vehicle (whether or not you complete the purchase of the Vehicle or obtain financing from any particular lender); any dispute relating to any service contract, extended warranty, or other product purchased by you or provided to you at the time you purchased the Vehicle or within 30 days thereafter, and any question regarding whether a matter is subject to arbitration under these provisions.

The arbitrator's award shall be final and binding on all parties to the arbitration. Either party may enter judgment on the award in any court. If either you or we are required to enforce this Agreement in court, the prevailing party in such proceeding shall be entitled to its attorneys' fees and costs incurred in doing so. Nothing in this Agreement shall give the arbitrator any authority, power, or right to alter, change, amend, modify, add to, or subtract from the provisions of the documents executed at the time of the purchase of the Vehicle.

The parties agree that this Agreement shall be governed by the Federal Arbitration Act, 9 U.S.C. §1 *et seq.* The parties further agree that if any provisions of this Agreement are found to be invalid, the remainder of this Agreement will remain in full force and effect, and agree that this Agreement shall be binding upon the parties hereto and their respective heirs, executors, representatives, employees, affiliates, successors, and assigns, and is for the benefit of such parties and any third parties involved in the transaction (such as co-signers or service contract providers).

BY SIGNING BELOW YOU ACKNOWLEDGE THAT YOU HAVE READ THIS ARBITRATION AGREEMENT AND THAT YOU AGREE TO ITS TERMS AND CONDITIONS.

  
\_\_\_\_\_  
Customer  
  
\_\_\_\_\_  
Dealer Representative

N/A  
\_\_\_\_\_  
Customer  
07/02/2024  
\_\_\_\_\_  
Date